



RESOLUTION

**AUTHORIZING THE CITY OF NASHUA TO ENTER INTO A GROUND LEASE
AGREEMENT WITH CVS MANCHESTER NH, L.L.C.**

CITY OF NASHUA

In the Year Two Thousand and Twelve

RESOLVED by the Board of Aldermen of the City of Nashua that the City is authorized to enter into a ground lease agreement, in substantially the same form as the attached ground lease agreement, with CVS Manchester NH, L.L.C. for a city owned parking lot located at the corner of East Hollis Street and Hospital Drive.

LEGISLATIVE YEAR 2012

RESOLUTION:

R-12-078

PURPOSE:

Authorizing the City of Nashua to enter into a ground lease agreement with CVS Manchester NH, L.L.C.

ENDORSERS:

**Mayor Donnalee Lozeau
Alderman-at-Large Brian S. McCarthy
Alderman Michael J. Tabacsko
Alderman Arthur T. Craffey, Jr.**

**COMMITTEE
ASSIGNMENT:**

FISCAL NOTE:

Fiscal impact will be annual revenue in the amount of \$40,000.00 for the first five (5) years of the agreement increasing thereafter by \$5,000.00 every five (5) years to a maximum annual revenue of \$80,000.00. Tenant shall also be responsible for all real estate taxes on the property.

ANALYSIS

This resolution authorizes the City of Nashua to enter into a ground lease agreement with CVS Manchester NH, L.L.C. for a city owned parking lot located at the corner of East Hollis Street and Hospital Drive.

The term of the ground lease agreement is twenty-five (25) years with four (4) five (5) year options.

The monthly lease fee starts at \$40,000.00 for the first five (5) year period and increases in \$5,000.00 increments for each five (5) year period thereafter. The maximum annual fee would be \$80,000.00 during the last five (5) year option. The lease premises will be used for parking motor vehicles and signage for the business being operated on the adjoining property, and access between the adjoining properties and the public streets.

Approved as to form:

Office of Corporation Counsel

By:

Date:

[Signature]
October 18, 2012

GROUND LEASE

by and between

The City of Nashua

as Landlord

and

CVS Manchester NH, L.L.C.

as Tenant

dated: _____

**CVS STORE NO. 639
East Hollis Street and Hospital Drive
Nashua, New Hampshire**

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GROUND LEASE

This Ground Lease (the "Lease"), dated as of the _____ day of _____, 2012 (the "Date of this Lease"), by and between The City of Nashua, a municipal corporation existing under the laws of the State of New Hampshire, with its principal place of business at 229 Main Street, Nashua, New Hampshire 03061, and a telephone number of (603) _____, with a tax identification or employer identification number of _____ ("Landlord"), and CVS Manchester NH, L.L.C., a New Hampshire limited liability company, with its principal place of business at One CVS Drive, Woonsocket, Rhode Island, 02895 ("Tenant"). (As of the date hereof, the Premises is designated as CVS store #639.)

All exhibits hereto are incorporated herein by this reference.

WITNESSETH

In consideration of Ten Dollars (\$10.00), other good and valuable consideration, and the mutual covenants contained herein, and intending to be legally bound hereby, Landlord and Tenant hereby agree with each other as follows:

Section 1. Premises.

Landlord hereby leases and lets to Tenant, and Tenant hereby takes and hires from Landlord, upon and subject to the terms, conditions, covenants and provisions hereof, all that certain parcel of land, situated at the intersection of East Hollis Street and Hospital Drive, in the Municipality of Nashua, County of Hillsborough, State of New Hampshire, and more particularly described in the legal description set forth in Exhibit A hereto, together with any and all appurtenances, rights, privileges, entitlements, and easements benefiting, belonging or pertaining thereto and existing improvements, but specifically excluding any underground storage tanks and any Hazardous Substances (as hereinafter defined) which were released into, became a part of, or were located upon the Premises prior to the Commencement Date (as hereinafter defined) (all the foregoing hereinafter referred to as the "Premises"). The Premises is outlined in red on Exhibit A-1 hereto.

The rights granted to Tenant under this Lease are referred to herein as the "Leasehold Estate." The rights of Landlord in the Premises after giving effect to the Leasehold Estate are referred to herein as the "Reversionary Estate." The "Reversionary Estate" includes all of Landlord's rights pursuant to this Lease.

Section 2. Evaluation Period; Delivery of Premises; Term.

Subsection 2.1 Evaluation Period.

(a) (i) Within ten (10) days after the Date of this Lease, Landlord shall deliver to Tenant the "Due Diligence Information", defined as all information relating to the Premises (including, without limitation, title information, surveys, environmental reports, engineering studies, tax bills, legal notices, permits, and approvals), which information is in Landlord's possession or under Landlord's control.

(ii) "Evaluation Period" shall mean the period of time commencing on the Date of this Lease, and ending ninety (90) days after the later of (x) the date on which the Existing Fee Tenants Termination Contingency (as defined in Subsection 2.1(g) below) has been satisfied or waived by Tenant, or (y) the Date of this Lease.

Tenant shall have the right to extend the Evaluation Period by not more than sixty (60) days, if Tenant determines it is necessary to perform a Phase II Environmental Assessment of the Premises. Tenant shall notify Landlord in writing of its election to extend the Evaluation Period, prior to the end of the original term of the Evaluation Period.

During the Evaluation Period, Tenant may enter upon the Premises and conduct tests, inspections, surveys and studies (including, without limitation, soil, environmental, physical, mechanical and structural) which Tenant may deem appropriate to determine the suitability of the Premises for Tenant's use; conduct a title search and order a title commitment with respect to the Premises; and review applicable zoning and land use laws. In conducting its investigations of the Premises, Tenant shall not unreasonably interfere with the use of the Premises by the existing tenant. Tenant shall not perform any subsurface environmental testing without having obtained the prior written consent of Landlord, which may be withheld at Landlord's sole discretion. If Tenant requests such consent and Landlord rejects such request within ten (10) business days after Tenant's request, Tenant may terminate this Lease by written notice to Landlord given within thirty (30) days after such rejection. If Tenant requests such consent, and Landlord does not reject such request within ten (10) business days after Tenant's request, then such request shall be deemed to have been approved. If any of Tenant's tests, inspections, surveys or studies damage the Premises, Tenant shall restore the Premises to substantially the same condition as existed prior to such tests, inspections, surveys or studies.

(iii) If any of Tenant's tests, inspections, surveys or studies during the Evaluation Period reveal the presence of Hazardous Substances (defined below in Section 13) or underground storage tanks on the Premises which require remediation and/or removal in accordance with any Environmental Laws (defined below in Section 13) to allow the Premises to be used for the uses permitted under Section 5 of this Lease, Tenant shall notify Landlord thereof. If Tenant does not elect to terminate this Lease prior to accepting delivery of the Premises, as a part of its construction of its Building and other improvements on the Premises and the Adjacent Property, Tenant shall oversee the consultants and contractors on Landlord's behalf to perform the remediation of such Hazardous Substances, the removal of such underground storage tanks, and the receipt of confirmation ("NFA Certificate") from the New Hampshire Department of Environmental Services ("NHDES") that no further remediation or removal is required for the use of the Premises for the uses permitted under Section 5 of this Lease (collectively, the "Remediation"). Landlord shall reimburse Tenant for up to forty thousand (\$40,000) dollars of Tenant's costs of the Remediation within thirty (30) days after receipt of Tenant's bill with reasonable supporting documentation. Landlord shall cooperate with Tenant in order to enable Tenant to oversee the consultants and contractors on Landlord's behalf, and upon request of Tenant, Landlord shall promptly execute all reports or other documents to be submitted to any governmental agencies with respect to performing the Remediation and obtaining the NFA Certificate.

(iv) Tenant may terminate this Lease by no later than fifteen (15) days after the end of the Evaluation Period if, in Tenant's sole discretion, Tenant is not satisfied with the results of any test, inspection, survey, or study performed by Tenant, or with any other condition relating to the Premises, including, without limitation, title, zoning laws, land use laws, or status of permits or approvals.

(v) Whether or not this Lease shall be terminated pursuant to this Section 2, Tenant shall have no liability with respect to any Hazardous Substances (as defined in Subsection 13(n)) or underground storage tanks discovered as a result of any tests, inspections or studies performed by Tenant hereunder, except as a result of Tenant's negligence or intentional acts.

(b) Notwithstanding anything to the contrary in this Lease, in no event shall Tenant be obligated to accept possession of the Premises until all "Permits" have been issued to Tenant. "Permits" shall mean Tenant's building permit and any other licenses, permits or approvals issued by any governmental or quasi-governmental authority necessary to enable Tenant to perform any necessary alteration or demolition of existing buildings or improvements and to perform its initial construction pursuant to Subsection 2.2 of this Lease and Exhibit A-1 hereto, including, without limitation, Tenant's signage and, at Tenant's election, Tenant's single or double drive-through lane(s) and building window(s), retail health center, 24 hour operation and/or sale of beer, wine or other alcoholic beverages, and confirmation that all utilities shall be available at the Premises and adequate for Tenant's purposes, without the need for any easements or approvals, and there shall be no moratorium in effect with respect thereto. In addition, "Permits" shall include any zoning variance, special use permit, street or alley abandonment, or the like necessary for Tenant to operate its desired business on the Adjacent Property (defined below).

The Outside Government Permits Date shall mean the date which is two hundred forty (240) days after the expiration of the Evaluation Period. Unless, on or before the Outside Government Permits Date, Tenant shall have obtained its Permits, and all appeal periods with respect thereto shall have expired with no appeals having been taken, at any time thereafter (but prior to the acquisition by Tenant of said Permits and the expiration of all appeal periods with respect thereto, with no appeals having been taken), Landlord or Tenant may terminate this Lease upon thirty (30) days' notice to the other party, and this Lease will so terminate unless, prior to the expiration of said thirty (30) days, Tenant shall have obtained such Permits and such appeal periods shall have expired with no appeals having been taken. Tenant may exercise the right of termination described in this Subsection 2.1(b) if Tenant has used commercially reasonable good faith efforts to acquire said Permits. Tenant shall have the right to extend the Outside Government Permits Date for two (2) periods of an additional ninety (90) days each if Tenant has not obtained all of its Permits and all appeal periods with respect thereto shall not have expired with no appeals having been taken as of the original Outside Government Permits Date. Tenant shall notify Landlord, in writing, of its election to extend the Outside Government Permits Date prior to the original, or extended, Outside Government Permits Date, as the case may be.

Notwithstanding the foregoing, Tenant shall also have the right to terminate this Lease by giving notice thereof to Landlord, if at any time prior to the Outside Government Permits Date

Tenant is advised by any governmental agency that any of Tenant's Permits have been or shall be denied or the issuance thereof conditioned on changes to Exhibit A-1. Tenant's proposed Building design, or proposed business operations, and Tenant is unwilling to revise Exhibit A-1, its proposed Building design, or proposed business operations to satisfy the condition of such governmental agency.

(c) Simultaneously or prior to the execution of this Lease, Tenant intends to enter into two (2) contracts (collectively, the "Adjacent Property Purchase Contracts") to purchase property adjacent to the Premises (the "Adjacent Fee Property"), and to enter into a Ground Lease (the "Adjacent Property Ground Lease") for other property adjacent to the Premises (the "Adjacent Ground Lease Property" and together with the Adjacent Fee Property, the "Adjacent Property"). The Adjacent Fee Property is outlined in blue on Exhibit A-1, and the Adjacent Ground Lease Property is outlined in yellow on Exhibit A-1.

Tenant's plans for construction of its Building (defined in Subsection 2.2(b) below) and other improvements require both the Premises and the Adjacent Property. Accordingly, in addition to Tenant's right to terminate this Lease as provided elsewhere in this Subsection 2.1, Tenant shall also have the right to terminate this Lease upon the termination of either of the Adjacent Property Purchase Contracts or the Adjacent Property Ground Lease for any reason other than for default of Tenant thereunder, by giving written notice of Tenant's election to Landlord within fifteen (15) days after the termination of either of the Adjoining Purchase Contracts or the Adjacent Property Ground Lease, as the case may be, and this Lease shall thereupon so terminate.

(d) The Outside Delivery Date shall mean the same date as the Outside Government Permits Date, as the same may be extended as provided in Subsection 2.1(b) above. If, on or before the Outside Delivery Date, possession of the Premises has not been delivered to Tenant in accordance with Subsection 2.2 below, then at any time thereafter (until such possession is so delivered), Tenant may terminate this Lease upon thirty (30) days' written notice to Landlord, and this Lease will so terminate unless, prior to the expiration of said thirty (30) days, Landlord shall deliver possession of the Premises to Tenant in accordance with the terms hereof. If Tenant elects to so terminate this Lease, said right to terminate shall be Tenant's sole remedy if Landlord shall have used commercially reasonable good faith efforts to deliver the Premises to Tenant in accordance with the terms hereof.

(e) Notwithstanding anything to the contrary in this Lease, in no event shall Tenant be obligated to accept possession of the Premises until Tenant shall have:

(i) received and recorded any "Subordination and Non-Disturbance Agreements" due to Tenant pursuant to Subsection 12.2; and

(ii) received a leasehold policy of title insurance with respect to the Premises, which policy shall be satisfactory to Tenant; and

(iii) received and recorded a Memorandum of Lease pursuant to Section 29;
and

(iv) approved the form and substance of all easements providing utilities, access or parking for Tenant's Building, and received and recorded same.

(f) Landlord shall deliver to Tenant within ten (10) days after receipt of Tenant's request therefor:

(i) any documents reasonably required by Tenant's title insurance company to remove the standard title exceptions from Tenant's title commitment and subsequent title policy, including, without limitation, an Owner's Title Affidavit in customary form sufficient to delete any exceptions for parties in possession and mechanics' or materialmen's liens; and

(ii) any documents reasonably required by Tenant's title company evidencing Landlord's authority to enter into this Lease, including, without limitation, certifications, votes and other documentation relating to Landlord's organizational structure; and

(iii) any other documentation listed in the "Requirements" section of Schedule B or B-1 of Tenant's title commitment.

(g) The Adjacent Fee Properties are subject to two (2) leases to existing tenants (the "Existing Fee Tenants"). The owners of the Adjacent Fee Properties are required by the terms of the Adjacent Property Purchase Agreements to enter into agreements with the Existing Fee Tenants to terminate the tenancies and occupancies of the Existing Fee Tenants by no later than the Outside Delivery Date and to deliver copies of such executed termination agreements to Tenant (the "Existing Fee Tenants Termination Contingency"). If the Existing Fee Tenants Termination Contingency has not been satisfied or waived by Tenant within six (6) months after the Date of this Lease, then at any time thereafter (but prior to the satisfaction or waiver by Tenant of the Existing Fee Tenants Termination Contingency), Tenant may terminate this Lease upon thirty (30) days' notice to Landlord, and this Lease will so terminate unless, prior to the expiration of said thirty (30) days, the Existing Fee Tenants Termination Contingency shall have been satisfied or waived by Tenant. If the Existing Fee Tenants Termination Contingency shall be satisfied or waived by Tenant prior to the expiration of such six (6) month period, then Tenant shall give prompt notice thereof to Landlord. If the Existing Fee Tenants Termination Contingency has not been satisfied or waived by Tenant within one (1) year after the Date of this Lease, then at any time thereafter (but prior to the satisfaction or waiver by Tenant of the Existing Fee Tenants Termination Contingency), Landlord may terminate this Lease upon thirty (30) days notice to Tenant, and this Lease will so terminate unless, prior to the expiration of said thirty (30) days, the Existing Fee Tenants Termination Contingency shall have been satisfied or waived by Tenant.

(h) Landlord has advised Tenant that the Premises is subject to a lease (the "Existing Lease") with The Southern New Hampshire Medical Center (the "Hospital"), which lease expires January 31, 2013. Immediately after execution of this Lease, Landlord shall advise the Hospital that Landlord will not extend the term of the Existing Lease, but that Landlord is willing to permit the Hospital to remain as a tenant of the Premises on a month-to-month basis until Tenant is ready to accept delivery of possession of the Premises. If the Hospital does not agree to remain as a month-to-month tenant, or if the Hospital vacates the Premises and ceases paying rent after January 31, 2013, but prior to the date on which Tenant is ready to accept

delivery of possession of the Premises, then Tenant shall commence payment of Hospital Rent (as described in Section 3(b) below) on the later of February 1, 2013, or the day after the day on which the Hospital vacates the Premises and ceases paying rent (the "Hospital Rent Date").

Subsection 2.2 Delivery of Premises.

(a) If this Lease shall not be terminated pursuant to Subsection 2.1 above, then Landlord shall deliver possession of the Premises to Tenant free of all tenants and occupants, but otherwise the Premises shall be in an "as is" condition.

(b) The term "Building" shall mean a building (on the Adjacent Property) which may be constructed by Tenant with the following attributes: approximate ground floor dimensions: 101' by 140'; approximate ground floor total square footage: 13,045; mezzanine permitted; and the ground floor is outlined in green on Exhibit A-1 hereto.

Upon acceptance of possession of the Premises, Tenant may do any demolition which it may desire and shall perform its initial construction, which shall result in the Building on the Adjacent Property with paved parking areas and related improvements on the Premises, including, without limitation, pylon sign structures and other signs, lighting poles and curbs. In doing Tenant's work, Tenant shall comply with Section 7 hereof. At Tenant's sole cost, Landlord promptly shall cooperate with Tenant (including the prompt signing of applications or petitions) in obtaining any necessary Permits (as defined in Subsection 2.1) and join in any grants or easements for any public utilities and facilities, or access roads.

Subsection 2.3 Term.

(a) The term of this Lease shall commence on the date on which Landlord delivers possession of the Premises to Tenant in the manner and condition provided in Subsection 2.2 above, and Tenant accepts possession in accordance with the terms and conditions of this Lease (the "Commencement Date"), and shall expire twenty-five (25) years from the "Date of Rent Commencement" (as defined in Subsection 3(b) below), plus any months and days necessary to have the term expire on the next January 31st, all subject to all terms and conditions of this Lease (the "Initial Term") (the Initial Term and the Initial Term as the same may have been extended pursuant to paragraph (b) below, is also sometimes hereinafter referred to as the "Term").

(b) Tenant may extend the Term of this Lease for Four (4) extension periods of Five (5) years each (each, a "Renewal Period"), upon all of the terms set forth in this Lease. Tenant may do so only if a Tenant's Default shall not exist under this Lease at the time of any such election, and by giving Landlord notice of each such election ("Extension Notice") not later than One (1) year prior to the expiration of the then current Term, as the same may be extended by a Renewal Period. Tenant shall not be entitled to extend the Term of this Lease for any Renewal Period unless Tenant shall have extended the Term of this Lease for the preceding Renewal Period, if any.

Section 3. Rent.

(a) Commencing as of the earlier of the Hospital Rent Date or the Commencement Date, Tenant shall pay to Landlord, at the business address of Landlord specified on Page 1

hereof, or at such other address as Landlord shall have designated, from time to time, by notice to Tenant, the Hospital Rent or the Fixed Rent set forth below, as applicable, payable to Landlord no later than the fifth (5th) day of each month in advance, without demand or set-off, except as otherwise expressly provided in this Lease.

(b) "Hospital Rent Period" shall commence on the earlier of (x) the Commencement Date, or (y) the Hospital Rent Date, and shall expire on the earliest of (i) the day on which Tenant shall terminate this Lease in accordance with any provision of Subsection 2.1, or (ii) the day on which Tenant shall open for business, or (iii) one hundred eighty (180) days after the Commencement Date, subject to all of the other terms of this Lease. If Tenant shall terminate this Lease in accordance with any provision of Subsection 2.1, any Hospital Rent or other charges under this Lease which have previously been paid by Tenant to Landlord shall not be refundable, but Tenant shall not have any obligation to pay Hospital Rent or other charges after such termination of this Lease.

Hospital Rent and all other charges due under this Lease shall accrue immediately upon the Hospital Rent Date, but Tenant shall have an additional thirty (30) days to make the first payment thereof. Fixed Rent shall be paid by Tenant to Landlord immediately upon the expiration of the Hospital Rent Period, subject to all of the other terms of this Lease ("Date of Rent Commencement"). If the commencement or expiration of the Hospital Rent Period shall be on any day other than the first or last day of a calendar month, or if the Date of Rent Commencement shall be on any day other than the first day of a calendar month, Hospital Rent or Fixed Rent, as the case may be, and other charges for such month shall be pro rated on a per diem basis. The foregoing notwithstanding, Tenant's obligation to provide insurance pursuant to Section 16 shall commence upon the Commencement Date of the Term.

<u>PERIOD</u>	<u>ANNUAL FIXED RENT</u>	<u>MONTHLY INSTALLMENTS</u>
Hospital Rent Period	\$40,000	\$3,333.33
Years 1-5 of the Initial Term	\$40,000	\$3,333.33
Years 6-10	\$45,000	\$3,750.00
Years 11-15	\$50,000	\$4,166.67
Years 16-20	\$55,000	\$4,583.33
Years 21-25 and thereafter through the balance of the Initial Term	\$60,000	\$5,000.00
First Renewal Period	\$65,000	\$5,416.67
Second Renewal Period	\$70,000	\$5,833.33
Third Renewal Period	\$75,000	\$6,250.00

Fourth Renewal Period

\$80,000

\$6,666.67

Section 4. Rent to be Net to Landlord.

It is the intention of the parties that the rent payable hereunder shall be net to Landlord, so that this Lease shall yield to Landlord the net annual rent specified herein during the Term of this Lease, except pursuant to the express provisions of this Lease.

Section 5. Use of Premises.

The Premises may be used for the purposes of providing parking for motor vehicles and signage for the business being operated on the Adjacent Property, and access between the Adjacent Property and the public streets. Nothing contained in this Lease shall be deemed to impose upon Tenant, either directly, indirectly, constructively or implicitly, an obligation to construct improvements upon the Premises, open for business on the Adjacent Property, or remain open and operating for any period or in accordance with any operating schedule, procedure or method.

Section 6. Taxes and Utility Expenses.

(a) Tenant shall, upon the earlier of the Hospital Rent Date or the Commencement Date, and thereafter during the Term of this Lease, as additional rent, pay and discharge punctually, as and when the same shall become due and payable, all taxes (on land and any improvements), special and general assessments, water rents, rates and charges and sewer rents (hereinafter referred to as "Taxes") and each and every installment thereof which shall or may become due and payable with respect to the period of time on and after the earlier of the Hospital Rent Date or the Commencement Date, and until the expiration of the Term, or liens upon or for or with respect to the Premises or any part thereof, or any buildings, appurtenances or equipment owned by Tenant thereon or therein or any part thereof with respect to the period of time on and after the earlier of the Hospital Rent Date or the Commencement Date, and until the expiration of the Term, together with all interest and penalties thereon (all of which shall also be included in the term "Taxes" as heretofore defined) and all sewer rents and charges for water, steam, heat, gas, hot water, electricity, light and power, and other service or services, furnished to the Premises or the occupants thereof during the Term of this Lease (hereinafter referred to as "Utility Expenses"). Tenant shall be deemed to have complied with the covenants of this paragraph (a) if payment of such Taxes shall have been made either within any period allowed by law or by the governmental authority imposing the same during which payment is permitted without penalty or interest, and Tenant shall produce and exhibit to Landlord satisfactory evidence of such payment, if Landlord shall demand the same in writing. For the first and last partial tax fiscal years during which Tenant is obligated to pay Taxes, to the extent that either Landlord or Tenant has paid Taxes which would otherwise be the other party's obligation hereunder, then Tenant shall reimburse such amount of Tenant's obligation to Landlord, or Landlord shall reimburse such amount of Landlord's obligation to Tenant, as the case may be, within thirty (30) days after demand therefor by the party paying such Taxes, accompanied by copies of receipted bills showing the payment of such Taxes, which shall include a computation of Tenant's share of the Taxes for the tax fiscal year. Tenant's share of the Taxes for the purposes of

this Subsection 6(a) shall be the total taxes for the entire tax fiscal year multiplied by a fraction, the numerator of which shall be the number of days in the tax fiscal year during the period for which Tenant is obligated to pay Taxes and the denominator of which shall be 365.

(b) Tenant or its designees shall have the right to contest or review all Taxes by legal proceedings, or in such other manner as it may deem suitable (which, if instituted, Tenant or its designees shall conduct promptly at its own cost and expense, and free of any expense to Landlord. Notwithstanding the foregoing, Tenant shall promptly pay all Taxes if at any time the Premises or any part thereof shall then be immediately subject to forfeiture, or if Landlord shall be subject to any criminal liability, arising out of the nonpayment thereof. The legal proceedings referred to in this subparagraph (b) shall include appropriate proceedings and appeals from orders therein and appeals from any judgments, decrees or orders. In the event of any reduction, cancellation or discharge, Tenant shall pay the amount finally levied or assessed against the Premises or adjudicated to be due and payable on any such contested Taxes.

(c) Landlord covenants and agrees that if there shall be any refunds or rebates on account of the Taxes paid by Tenant under the provisions of this Lease, such refund or rebate shall belong to Tenant.

Section 7. Improvements, Alterations, Surrender.

(a) (i) Tenant shall have the right, at its own cost and expense, to construct on any part or all of the Premises, at any time and from time to time, such parking areas, fences, driveways, walks, signs and other similar improvements as Tenant shall from time to time determine, including, without limiting the generality of the foregoing, parking and driveways for a retail drug store; provided that the same shall be in compliance with all then applicable building codes and ordinances; and Landlord's approval shall not be necessary for any such improvements.

(ii) Without limiting the generality of Tenant's rights under subparagraph (a)(i) above, Tenant also shall have the right to install, maintain and replace in, on or over or in front of the Premises or in any part thereof such signs and advertising matter as may be consistent with any applicable requirements of governmental authorities having jurisdiction, and shall obtain any necessary permits for such purposes. Tenant shall also have the right to install, maintain and replace in the Premises temporary paper signs in its windows, consistent with any applicable requirements of governmental authorities having jurisdiction, and shall obtain any necessary permits for such purposes. As used in this Subsection 7(a)(ii), the word "sign" shall be construed to include any placard, light or other advertising symbol or object, irrespective of whether same be temporary or permanent.

(iii) Without limiting the generality of Tenant's rights under subparagraph (a)(i) above, Tenant also shall have the right to install, maintain and replace in, on or over or in front of the Premises or in any part thereof such satellite dishes and equipment as may be consistent with any applicable requirements of governmental authorities having jurisdiction, and shall obtain any necessary permits for such purposes.

(iv) Without limiting the generality of Tenant's rights under subparagraph (a)(i) above, Tenant also may, at its option and at its own cost and expense, at any time and from time to time, make such alterations, changes, replacements, improvements and additions in and to the Premises, and the improvements thereon, as it may deem desirable, including, without limitation, the demolition of any buildings(s) and improvement(s) and/or structure(s) that now or hereafter may be situated or erected on the Premises, consistent with any applicable requirements of governmental authorities having jurisdiction, and shall obtain any necessary permits for such purposes, but Tenant shall not construct any buildings on the Premises without Landlord's consent.

(v) At Tenant's sole cost, Landlord agrees to cooperate with Tenant in obtaining any necessary Permits for any work (including, without limitation, sign installation) which Tenant is permitted to perform pursuant to this Lease.

(b) Tenant shall, at all times during the Term of this Lease, and at its own cost and expense, keep and maintain or cause to be kept and maintained in repair and good condition (ordinary wear and tear and taking by eminent domain excepted), all buildings and improvements at any time erected on the Premises, and shall use all reasonable precaution to prevent waste, damage or injury.

(c) On the last day or sooner termination of the Term of this Lease, Tenant shall quit and surrender the Premises, and the buildings and permanent improvements then thereon, ordinary wear and tear and taking by eminent domain excepted.

(d) Except as otherwise specifically provided in this Lease, Tenant hereby agrees to be fully liable for the payment of, and to cause to be paid, the entire cost of all improvements on the Premises. From the commencement of erection, construction, installation or placement of such improvements, all right, title and interest in and to said improvements on the Premises shall be vested in and held by Tenant during the Term of this Lease and may be conveyed or mortgaged by Tenant, subject to the provisions of this Lease. Upon the expiration or sooner termination of the Term of this Lease (subject to the rights of a Leasehold Mortgagee, as provided in Subsection 12.1(j) hereof), all right, title and interest in and to the improvements on the Premises shall revert to Landlord, and upon such expiration or termination of this Lease (subject to the rights of a Leasehold Mortgagee, as provided in Subsection 12.1(j) hereof), Tenant grants to Landlord, without further documentation, all of its right, title and interest in and to the improvements on the Premises.

Section 8. Requirements of Public Authority.

(a) During the Term of this Lease, Tenant shall, at its own cost and expense, promptly observe and comply with all laws, ordinances, requirements, orders, directives, rules and regulations of the Federal, State, County and Municipal Governments and of all other governmental authorities affecting the Premises or any part thereof, whether the same are in force on the Commencement Date or may in the future be passed, enacted or directed, and Tenant shall pay all costs, expenses, liabilities, losses, damages, fines, penalties, claims and demands, including reasonable counsel fees, that may in any manner arise out of or be imposed because of the failure of Tenant to comply with the covenants of this Section 8; provided,

however, that nothing in this Section 8 shall impose any liability on Tenant in connection with any costs, expenses, liabilities, losses, damages, fines, penalties, claims and demands, including reasonable counsel fees, that may in any manner arise out of or be imposed because of any failure by Landlord to comply with its obligations under this Lease or because of any conditions in existence prior to the Commencement Date.

(b) Tenant shall have the right to contest by appropriate legal proceedings diligently conducted in good faith, in the name of the Tenant or Landlord (if legally required), without cost or expense to Landlord, the validity or application of any law, ordinance, rule, regulation or requirement of the nature referred to in paragraph (a) of this Section 8 and, if by the terms of any such law, ordinance, order, rule, regulation or requirement, compliance therewith may legally be delayed pending the prosecution of any such proceeding, Tenant may delay such compliance therewith until the final determination of such proceeding.

(c) Landlord agrees to execute and deliver any appropriate papers or other instruments which may be necessary or proper to permit Tenant so to contest the validity or application of any such law, ordinance, order, rule, regulation or requirement and to fully cooperate with Tenant in such contest.

Section 9. Covenant Against Liens.

(a) If, because of any act or omission of Tenant, any mechanic's lien or other lien, charge or order for the payment of money shall be filed against Landlord or any portion of the Premises, Tenant shall, at its own cost and expense, cause the same to be discharged of record or bonded within thirty (30) days after notice from Landlord to Tenant of the filing thereof; and Tenant shall indemnify and save harmless Landlord against and from all costs, liabilities, suits, penalties, claims and demands, including reasonable counsel fees, resulting therefrom. Tenant or its designees shall have the right to contest any such liens by legal proceedings, or in such other manner as it may deem suitable (which, if instituted, Tenant or its designees shall conduct promptly at its own cost and expense, and free of any expense to Landlord). Notwithstanding the foregoing, Tenant shall promptly pay and remove all such liens if, at any time, the Premises or any part thereof shall then be subject to immediate forfeiture as a result of the nonpayment thereof

(b) If, because of any act or omission of Landlord, any mechanic's lien or other lien, charge or order for the payment of money shall be filed against Tenant or any portion of the Premises, Landlord shall, at its own cost and expense, cause the same to be discharged of record or bonded within thirty (30) days after notice from Tenant to Landlord of the filing thereof; and Landlord shall indemnify and save harmless Tenant against and from all costs, liabilities, suits, penalties, claims and demands, including reasonable counsel fees, resulting therefrom. Landlord or its designees shall have the right to contest any such liens by legal proceedings, or in such other manner as it may deem suitable (which, if instituted, Landlord or its designees shall conduct promptly at its own cost and expense, and free of any expense to Tenant). Notwithstanding the foregoing, Landlord shall promptly pay and remove all such liens if, at any time, the Premises or any part thereof shall then be subject to immediate forfeiture as a result of the nonpayment thereof.

Section 10. Access to Premises.

Landlord or Landlord's agents and designees shall have the right to enter upon the Premises at all reasonable times upon reasonable notice to examine same and to exhibit the Premises to prospective purchasers and prospective tenants, but in the latter case only during the last one (1) year of the Term of this Lease, as the same may have been extended; and provided that no such entry shall unreasonably interfere with the conduct of Tenant's business on the Premises.

Section 11. Assignment, Transfer and Subletting.

(a) Tenant may assign, transfer or sublease (in whole or in part or parts) this Lease or its rights hereunder (in whole or in part or parts), provided that except as provided in the Section 11(b), Tenant shall first obtain Landlord's prior written consent to any such assignment, transfer or subletting, which Landlord may withhold in its sole discretion. Upon any such assignment, transfer or sublease, Tenant shall not be relieved of its obligations hereunder and shall remain primarily liable under this Lease, and any Guarantor of this Lease shall remain liable as provided in its Guaranty. If Tenant assigns the Adjacent Property Ground Lease, sublets the Adjacent Property, or licenses or enters into a concession arrangement for a portion of Tenant's Building (which is located on the Adjacent Property), the assignee, subtenant, licensee or concessionee shall have the nonexclusive right, without Landlord's consent, to use the Premises for the purpose of parking and vehicular access, together with Tenant (and all persons claiming under Tenant, including Tenant's employees, vendors, customers and other invitees).

(b) Notwithstanding the provisions of Section 11(a), an assignment, transfer or subletting to an Affiliate (defined below) of Tenant or Guarantor shall be permitted without Landlord's consent. As used herein, the term "Affiliate of Tenant or Guarantor" shall mean an entity (i) into or with which Tenant or Guarantor is merged or consolidated, (ii) to which all or substantially all of Tenant's or Guarantor's assets are transferred as a going concern, (iii) through one or more intermediaries, controls or is controlled by, or is under common control with Tenant or Guarantor or by a successor in interest of Tenant or Guarantor, or (iv) which is merely a change in form of Tenant or Guarantor, rather than any change in ownership or control. For this purpose, the term "control" means the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of the entity, whether through the ownership of voting securities, partnership interests, membership interests, venture interests or other organizational interests, by contract, or otherwise.

Section 12. Mortgaging of Leasehold Estate and Reversionary Estate.

Subsection 12.1 Mortgaging of Leasehold Estate.

Tenant may, without the consent of Landlord, mortgage or otherwise encumber the Leasehold Estate (which mortgage or other encumbrance is hereinafter referred to as the "Leasehold Mortgage"). The mortgagee under the Leasehold Mortgage or the other holders of the indebtedness secured by the Leasehold Mortgage (the "Leasehold Mortgagee") shall notify Landlord (and any Fee Mortgagee, as hereinafter defined), in the manner provided in Section 22 for the giving of notice, of the execution of such Leasehold Mortgage and the name and place for

service of notice upon such Leasehold Mortgagee. Upon such notification of Landlord that Tenant has entered, or is about to enter, into a Leasehold Mortgage, Landlord hereby agrees for the benefit of such Leasehold Mortgagee, as follows:

(a) Landlord does hereby assent to such Leasehold Mortgage, any assignment of Tenant's rights in and to this Lease in connection with such Leasehold Mortgage, and to any subsequent sale or transfer of the Leasehold Estate as permitted in such Leasehold Mortgage.

(b) Until all obligations of Tenant to Leasehold Mortgagee under the Leasehold Mortgage (the "Loan Obligations") shall have been completely paid and performed, and the Leasehold Mortgage shall have been discharged, Landlord shall not take any action to terminate this Lease or to exercise any other remedy for default in the obligations of Tenant hereunder without first complying with the requirements of this Subsection 12.1.

(c) Until the Loan Obligations shall have been completely paid and performed, and the Leasehold Mortgage shall have been discharged, neither Landlord nor Tenant shall terminate, amend or modify this Lease, or exclude any parcel from this Lease, without Leasehold Mortgagee's prior written consent. Any such termination, amendment, modification or exclusion without Leasehold Mortgagee's prior written consent shall not be binding upon Tenant, its successors or assigns.

(d) In the event the ownership of the fee and leasehold interests in the Premises become vested in the same person or entity, then as long as the Leasehold Mortgage shall remain outstanding, such occurrence shall not result in a merger of title. Rather, the Lease and the Leasehold Mortgage thereon shall remain in full force and effect.

(e) Landlord shall send to Leasehold Mortgagee, in the manner provided in Section 22, a true, correct and complete copy of any notice to Tenant of a default by Tenant under this Lease at the same time as and whenever any such notice of default shall be given by Landlord to Tenant, addressed to Leasehold Mortgagee at the address last furnished to Landlord by such Leasehold Mortgagee. No notice by Landlord shall be deemed to have been given to Tenant unless and until a copy thereof shall have been so given to Leasehold Mortgagee. Tenant irrevocably directs that Landlord accept, and Landlord agrees to accept, performance and compliance by Leasehold Mortgagee of and with any term, covenant, agreement, provision, condition or limitation on Tenant's part to be kept, observed or performed under this Lease with the same force and effect as though kept, observed or performed by Tenant.

(f) Notwithstanding anything provided to the contrary in this Lease, this Lease shall not be terminated because of a default or breach hereunder on the part of Tenant until and unless:

(i) Notice of any such default or breach shall have been delivered to Leasehold Mortgagee in accordance with the provisions of Subsection 12.1(e) above;

(ii) With respect to a default or breach that is curable solely by the payment of money, Leasehold Mortgagee has not cured such default or breach within sixty (60) days following the expiration of any of Tenant's notice and cure period set forth in this Lease; and

(iii) With respect to a default or breach that is not curable solely by the payment of money, Leasehold Mortgagee has not cured such default or breach within ninety (90) days following the expiration of any of Tenant's notice and cure periods set forth in this Lease, or, if such default or breach is curable but cannot be cured within such time period, (aa) Leasehold Mortgagee has not notified Landlord within such time period that it intends to cure such default or breach, (bb) Leasehold Mortgagee has not diligently commenced to cure such default or breach, or (cc) Leasehold Mortgagee does not prosecute such cure to completion.

(iv) Furthermore, notwithstanding anything to the contrary contained herein, if Leasehold Mortgagee determines to foreclose or cause its designee to foreclose the Leasehold Mortgage or to acquire or cause its designee to acquire the Leasehold Estate or to succeed or cause its designee to succeed to Tenant's possessory rights with respect to the Leasehold Estate or to appoint a receiver before it effectuates the cure of any non-monetary breach or default by Tenant hereunder, the cure periods set forth above shall be tolled for any period during which foreclosure proceedings, or legal proceedings to succeed to Tenant's possessory rights, or proceedings to appoint the receiver are conducted, as the case may be. Any such proceedings shall be commenced promptly after the notice of default is delivered to Leasehold Mortgagee and shall be diligently prosecuted. Promptly after Leasehold Mortgagee or a designee of Leasehold Mortgagee acquires the Leasehold Estate pursuant to foreclosure proceedings or otherwise or succeeds to Tenant's possessory rights or promptly after a receiver is appointed, as the case may be, Leasehold Mortgagee or its designee shall cure said breach or default.

(g) Without the written consent of Leasehold Mortgagee, Landlord agrees not to accept a cancellation or voluntary surrender of this Lease at any time while the Leasehold Mortgage shall remain a lien on the Leasehold Estate; and any such attempted cancellation or surrender of this Lease without the written consent of Leasehold Mortgagee shall be null and void and of no force or effect. Landlord and Tenant further agree for the benefit of Leasehold Mortgagee that, so long as any such Leasehold Mortgage shall remain a lien on said Leasehold Estate, Landlord and Tenant will not subordinate this Lease, or any New Lease entered into pursuant to Subsection 12.1(j) below, to any mortgage or deed of trust that may hereafter be placed on Landlord's Reversionary Estate unless the Fee Mortgagee shall have entered into the Subordination and Non-Disturbance Agreement required by Subsection 12.2, or consent to any prepayment of any rent, without securing the prior written consent of such Leasehold Mortgagee.

(h) It is acknowledged that the Leasehold Mortgage may be assigned by Leasehold Mortgagee in accordance with its terms. Notwithstanding anything stated to the contrary in this Lease, the following transfers shall be permitted and shall not require the approval or consent of Landlord:

(i) A transfer of the Leasehold Estate at foreclosure sale under the Leasehold Mortgage, whether pursuant to the power of sale contained therein or a judicial foreclosure decree, or by an assignment in lieu of foreclosure, or

(ii) Any subsequent transfer by Leasehold Mortgagee or its nominee or designee if Leasehold Mortgagee, or such nominee or designee, is the purchaser at such foreclosure sale or under such assignment in lieu of foreclosure.

(iii) Any such transferee shall be liable to perform the obligations of Tenant under this Lease only so long as such transferee holds title to the Leasehold Estate, provided that upon any conveyance of title, such transferee's transferee expressly assumes and agrees to perform all of the obligations under this Lease; provided further, that the liability of any Leasehold Mortgagee that obtains title to the Leasehold Estate shall be limited to Leasehold Mortgagee's interest in the Leasehold Estate.

(i) Any policy of hazard insurance insuring Landlord shall contain an endorsement waiving the insurer's right of subrogation as against Leasehold Mortgagee and Tenant.

(j) If this Lease is terminated because of Tenant's default hereunder or for any other reason or is extinguished for any reason (including, without limitation, rejection of this Lease by a trustee in bankruptcy), then Leasehold Mortgagee may elect to demand a new lease of the Leasehold Estate (the "New Lease") by notice to Landlord within thirty (30) days after such termination. Upon any such election, the following provisions shall apply:

(i) The New Lease shall be for the remainder of the Term of this Lease (including the right to thereafter extend the Term for any then-unexercised Renewal Periods), effective on the date of termination, at the same rent and shall contain the same covenants, agreements, conditions, provisions, restrictions and limitations as were then contained in this Lease. Such New Lease shall be subject to all then-existing subleases demising space within the Premises.

(ii) The New Lease shall be executed by Landlord within thirty (30) days after receipt by Landlord of notice of Leasehold Mortgagee's or such other acquiring person's election to enter into a New Lease.

(iii) Any New Lease and the leasehold estate created thereby shall, subject to the same conditions contained in this Lease, continue to maintain the same priority as this Lease with regard to any Leasehold Mortgage or any other lien, charge or encumbrance affecting the Premises. Concurrently with the execution and delivery of the New Lease, Landlord shall assign to the tenant named therein all of its right, title and interest in and to moneys, if any, then held by or payable to Landlord which Tenant would have been entitled to receive but for the termination of this Lease.

(iv) If Tenant refuses to surrender possession of the Leasehold Estate, Landlord shall, at the request of Leasehold Mortgagee or such other acquiring person, institute and pursue diligently to conclusion the appropriate legal remedy or remedies to oust or remove Tenant and all subtenants actually occupying the Leasehold Estate or any part thereof who are not authorized to remain in possession hereunder. Any such action taken by Landlord at the request of Leasehold Mortgagee or such other acquiring person shall be at Leasehold Mortgagee's or such other acquiring person's sole expense.

(k) The provisions of this Subsection 12.1 shall be binding upon and inure to the benefit of Leasehold Mortgagee's successors and assigns. To the extent of any inconsistency between the terms and provisions contained in other sections of this Lease and the terms and

conditions set forth in this Subsection 12.1, the terms and conditions set forth in this Subsection 12.1 shall govern and control.

(l) The terms of this Subsection 12.1, and the rights of Leasehold Mortgagee, and the obligations of Landlord and Tenant arising hereunder shall not be affected, modified or impaired in any manner or to any extent by (a) any renewal, replacement, amendment, extension, substitution, revision, consolidation, modification or termination of any of the Loan Obligations; (b) the validity or enforceability of any document evidencing or securing the Loan Obligations; (c) the release, sale, exchange or surrender, in whole or in part, of any collateral security, now or hereafter existing, for any of the Loan Obligations; (d) any exercise or nonexercise of any right, power or remedy under or in respect of the Loan Obligations; or (e) any waiver, consent, release, indulgence, extension, renewal, modification, delay or other action, inaction or omission in respect of the Loan Obligations, all whether or not Landlord shall have had notice or knowledge of any of the foregoing and whether or not it shall have consented thereto.

(m) Any and all buildings and improvements owned by Tenant prior to any termination of this Lease after a Default of Tenant shall automatically pass to, vest in and belong to Leasehold Mortgagee, and shall not become the property of Landlord unless and until the final expiration or sooner termination of this Lease not followed by a New Lease as provided in Subsection 12.1(j).

Subsection 12.2 Mortgaging of Reversionary Estate.

(a) In the event that, at any time prior to the execution of this Lease and the recordation of the Memorandum of Lease in accordance with Section 29 hereof, Landlord has mortgaged or otherwise encumbered the Premises, Landlord shall deliver to Tenant a Subordination and Non-Disturbance Agreement ("Subordination and Non-Disturbance Agreement") containing terms substantially identical to the terms of the document so entitled annexed hereto as **Exhibit B** and incorporated herein by this reference, duly executed by the holder of any such mortgage or encumbrance (the "Fee Mortgagee").

(b) In the event that, at any time after the execution of this Lease and the recordation of the Memorandum of Lease in accordance with Section 29 hereof, Landlord mortgages or otherwise encumbers the Reversionary Estate, Landlord shall be required to deliver to Tenant a Subordination and Non-Disturbance Agreement containing terms substantially identical to the terms of the document so entitled annexed hereto as **Exhibit B** and incorporated herein by this reference, duly executed by the Fee Mortgagee.

Section 13. Landlord's Warranties and Representations.

Landlord represents and warrants to Tenant as follows:

(a) Tenant shall, upon paying the rent reserved hereunder and observing and performing all of the terms, covenants and conditions on Tenant's part to be observed and performed, peaceably and quietly have and hold, the Premises, without hindrance or molestation by any person or persons, subject, however, to the terms of this Lease;

(b) Landlord has full right and authority to enter into this Lease and perform Landlord's obligations under this Lease, and has title to the Premises in fee simple, free and clear of all restrictions, leases, tenancies, and easements except as disclosed in the Leasehold title policy referred to in Subsection 2.1(e) above; Landlord has not entered into, and the Premises is not subject to, any leases, licenses, possessory rights, options or rights to purchase, lease or occupy or sale contracts or agreements other than this Lease;

(c) Landlord has confirmed that it shall not be necessary to resubdivide or replat the Premises and the Adjacent Property into one legal parcel in order for Tenant to receive all of its Permits for the construction of the Building and other improvements on the Premises and the Adjacent Property as contemplated by this Lease;

(d) The Premises is not subject to any existing claim for mechanics' liens, nor are there any third parties in or entitled to possession thereof. Landlord has not granted and during the Term shall not grant to anyone an exclusive right to sell goods or provide services that would limit or interfere with Tenant's right to use the Premises as permitted under this Lease, impose restrictions or conditions on Tenant's use, operation or maintenance of the Premises, or increase the cost of Tenant's use, operation or maintenance of the Premises, and Landlord shall not enter into any covenants or other agreements with respect to the environmental condition of the Premises, unless in each case Tenant has first consented to the same, which consent Tenant may withhold in its sole discretion;

(e) Landlord has not received any notice, nor is it aware of any pending action to take by condemnation all or any portion of the Premises;

(f) The Premises has free and full access to and from all adjoining streets, roads and highways as shown on Exhibit A-1, and to Landlord's knowledge there is no pending or threatened action which would impair or alter such access;

(g) The Premises has not been classified under any designation authorized by law to obtain a special low ad valorem tax rate or receive either an abatement or deferment of ad valorem taxes which, in such case, will result in additional, catch-up ad valorem taxes in the future in order to recover the amounts previously abated or deferred, nor is the Premises subject to any agreement, contract or commitment regarding valuation and/or minimum valuation;

(h) Landlord has received no notice and is not otherwise aware that either the Premises or its proposed use is, or will be, in violation of any local governmental rule, ordinance, regulation or building code, nor has Landlord received notice of any pending or threatened investigation regarding a possible violation of any of the foregoing;

(i) There is no litigation and no other proceedings are pending or threatened relating to the Premises or their use;

(j) This Lease is and shall be binding upon and enforceable against Landlord in accordance with its terms, and the transaction contemplated hereby will not result in a breach of, or constitute a default or permit acceleration and maturity under any indenture, mortgage, deed

of trust, loan agreement or other agreement to which Landlord or the Premises are subject or by which Landlord or the Premises are bound.

(k) Except for a first Fee Mortgage as to which the Subordination and Non-Disturbance Agreement required by Subsection 12.2 has been delivered to Tenant, any lien now in existence or hereafter placed upon the Premises by Landlord shall be subordinate and junior to this Lease and to all rights of Tenant hereunder. Landlord shall promptly remove any such lien arising as a result of the actions of Landlord.

(l) Landlord has not (i) made a general assignment for the benefit of creditors, (ii) filed any involuntary petition in bankruptcy or suffered the filing of any involuntary petition by Landlord's creditors, (iii) suffered the appointment of a receiver to take possession of all or substantially all of Landlord's assets, (iv) suffered the attachment or other judicial seizure of all, or substantially all, of Landlord's assets, (v) admitted in writing its inability to pay its debts as they come due, or (vi) made an offer of settlement, extension or composition to its creditors generally.

(m) Intentionally omitted.

(n) Landlord has disclosed to Tenant, or will within the Evaluation Period disclose to Tenant, all assessments, studies, sampling results, evaluations, reports and investigations commissioned by Landlord or within Landlord's possession or control relating to the environmental condition of the Premises and has delivered or will deliver true and correct copies thereof to Tenant.

For purposes of this Lease:

The term "Environmental Law" shall mean any federal, state, county, municipal, local or other statute, ordinance, rule, regulation, permit, judgment, order, writ, decree, award or injunction which relates to or deals with the protection of the environment or wildlife and/or human health and safety, including all regulations promulgated by a regulatory body pursuant to any such statute, ordinance, or regulation, including, the Comprehensive Environmental Response, Compensation and Liability Act of 1980 ("CERCLA"), as amended, 42 U.S.C. §9601 et. seq., the Resource Conservation and Recovery Act ("RCRA"), as amended, 42 U.S.C. §6901, ct. seq., the Federal Water Pollution Control Act, as amended, 33 U.S.C. §1251 et. seq., and the Clean Air Act, as amended, 42 U.S.C. §7401 et. seq.

The term "Hazardous Substance" shall mean and refer to asbestos, urea formaldehyde, lead, lead paint, polychlorinated biphenyls, nuclear fuel or materials, radioactive materials, explosives, known carcinogens, petroleum products and by-products (including crude oil or any fraction thereof), and any pollutant, contaminant, chemical, material, substance or waste, defined as hazardous, toxic or dangerous or as a pollutant or a contaminant in, or the use, manufacture, generation, storage, treatment, transportation, release or disposal of which is regulated by any Environmental Law.

The term "Release" shall mean and refer to any spilling, leaking, pumping, pouring, emptying, discharging, injecting, escaping, leaching, dumping or disposing into the environment,

including the abandonment or discarding of barrels, drums, containers, tanks, or other receptacles containing or previously containing any Hazardous Substance.

(o) If Hazardous Substances or underground storage tanks which require remediation and/or removal in accordance with any Environmental Laws to allow the Premises to be used for the uses permitted under Section 5 of this Lease, are discovered on the Premises after the Commencement Date of this Lease, Tenant may, not later than one hundred fifty (150) days after such discovery, deliver to Landlord notice of Tenant's intention to terminate this Lease on a business day specified in such notice (the "Lease Termination Date"), which occurs not less than thirty (30) days after the delivery of such notice. This Lease shall terminate on the Lease Termination Date, except with respect to obligations and liabilities of Tenant hereunder, actual or contingent, which have arisen on or prior to the Lease Termination Date, upon payment of all additional rent and other sums then due and payable hereunder to and including the Lease Termination Date.

If Tenant does not so elect to terminate this Lease, as promptly as circumstances permit, Tenant shall oversee the consultants and contractors on Landlord's behalf to perform the remediation of such Hazardous Substances, the removal of such underground storage tanks, and the receipt of an NFA Certificate from NHDES that no further remediation or removal is required for the use of the Premises for the uses permitted under Section 5 of this Lease (collectively, the "Remediation"). Landlord shall reimburse Tenant for up to forty thousand (\$40,000) dollars of Tenant's costs of the Remediation within thirty (30) days after receipt of Tenant's bill with reasonable supporting documentation. Landlord shall cooperate with Tenant in order to enable Tenant to oversee the consultants and contractors on Landlord's behalf, and upon request of Tenant, Landlord shall promptly execute all reports or other documents to be submitted to any governmental agencies with respect to performing the Remediation and obtaining the NFA Certificate.

The foregoing representations, warranties and indemnity of Landlord contained in this Section 13 shall survive the expiration or sooner termination of this Lease.

Section 14. Confidentiality.

(a) Landlord covenants and agrees not to disclose to any third party, without Tenant's approval (i) materials submitted from Tenant designated as confidential, and/or (ii) physical aspects of the design or operation of the Premises identified by Tenant as proprietary; except only to the extent that (A) such information is a matter of public record, (B) such disclosure is made on a comparably confidential basis to Landlord's attorneys, accountants, architects, engineers and/or brokers or an existing or prospective purchaser, mortgagee, on a need to know basis (any of the foregoing, a "Permitted Party"), or (C) disclosure is compelled by law or regulatory or judicial process, in which latter case Landlord shall first notify Tenant in writing and, if requested by Tenant, shall use all commercially reasonable efforts to preserve the confidentiality of the information in question to the greatest possible extent.

(b) The foregoing subsection (a) shall also be applicable to the Permitted Parties and the members, partners, shareholders, directors, officers, principals, employees, agents and representatives of the Permitted Parties and Landlord (together, "Landlord Parties"). To that

end, Landlord agrees to include in its agreements affecting the Premises a provision substantially similar to subsections (a) and (b) above, binding the applicable Landlord Party thereunder to comparable restrictions for Tenant's benefit.

Section 15. Indemnity.

(a) Tenant shall indemnify and save harmless Landlord from and against any and all liability, damage, penalties or judgments, any and all actions, suits, proceedings, claims, demands, assessments, costs and expenses, including, without limitation, legal fees and expenses, incurred in enforcing this indemnity, arising from injury to person or property sustained by anyone in and about the Premises resulting from any act or acts or omission or omissions of Tenant, or Tenant's officers, agents, servants, employees, contractors, or sublessees. Tenant shall, at its own cost and expense, defend any and all suits or actions, just or unjust, which may be brought against Landlord or in which Landlord may be impleaded with others upon any such above-mentioned matter, claim or claims, except as may result from the acts set forth in paragraph (b) of this Section 15, and subject to the provisions of Subsection 16(e).

(b) Landlord shall indemnify and save harmless Tenant from and against any and all liability, damage, penalties or judgments, any and all actions, suits, proceedings, claims, demands, assessments, costs and expenses, including, without limitation, legal fees and expenses, incurred in enforcing this indemnity, arising from injury to person or property sustained by anyone in and about the Premises resulting from any act or acts or omission or omissions of Landlord, or Landlord's officers, agents, servants, employees, contractors, or lessees. Landlord shall, at its own cost and expense, defend any and all suits or actions, just or unjust, which may be brought against Tenant or in which Tenant may be impleaded with others upon any such above-mentioned matter, claim or claims, except as may result from the acts set forth in paragraph (a) of this Section 15, and subject to the provisions of Subsection 16(e).

Section 16. Insurance.

(a) During the Evaluation Period, during any other times Landlord allows Tenant to enter upon the Premises, and thereafter during the Term of this Lease, Tenant shall provide, at its expense, and keep in force during the Term of this Lease, Commercial General Liability insurance coverage, in an insurance company or companies selected by Tenant, in the amount of at least two million dollars (\$2,000,000) per occurrence for bodily injury and for property damage arising out of the Premises. Such policy or policies shall include Landlord as an additional insured. Tenant shall make available to Landlord (which may be accomplished by giving access to an internet web site) evidence of such insurance within thirty (30) days after the Commencement Date and thereafter before the expiration of each such insurance policy.

(b) During the Term of this Lease, Tenant shall keep all buildings and improvements erected or caused to be erected, at any time, by Tenant on the Premises insured for the benefit of Landlord and Tenant and the holder of any Leasehold Mortgage, as their respective interests may appear, against loss or damage covered by a standard Causes of Loss-Special Form (formerly known as All-Risk) insurance policy, in a minimum amount necessary to avoid the effect of co-insurance provisions of the applicable policies. All proceeds payable at any time and from time

to time by any insurance company under such policies shall be payable to such Leasehold Mortgagee, as the Leasehold Mortgage or other loan documents pertaining to the Leasehold Mortgage ("Loan Documents") may provide, or, if none, to Tenant. If any such proceeds are paid to such Leasehold Mortgagee, Tenant shall be entitled to receive the full amount thereof in accordance with the terms of such Leasehold Mortgage or Loan Documents, and Landlord shall not be entitled to, and shall have no interest in, such proceeds or any part thereof. Any proceeds paid directly to Tenant shall be retained by Tenant and Landlord shall not be entitled to, and shall have no interest in, such proceeds or any part thereof. Landlord shall, at Tenant's cost and expense, cooperate fully with Tenant in order to obtain the largest possible recovery and execute any and all consents and other instruments and take all other actions necessary or desirable in order to effectuate the same and to cause such proceeds to be paid as hereinbefore provided, and Landlord shall not carry any insurance concurrent in coverage and contributing in the event of loss with any insurance required to be furnished by Tenant hereunder if the effect of such separate insurance would be to reduce the protection or the payment to be made under Tenant's insurance.

(c) Any insurance required to be provided by Tenant pursuant to this Lease may be provided by blanket insurance covering the Premises and other locations of Tenant and affiliates of Tenant, provided such blanket insurance complies with all of the other requirements of this Lease with respect to the insurance involved and such blanket insurance is acceptable to any Leasehold Mortgagee.

(d) All insurance coverage required to be carried hereunder shall be carried with insurance companies licensed or permitted to do business in the state in which the Premises is located; and which insurance companies shall have a credit rating of A- or better by A.M. Best's (or any successor thereto), or A- or better by Standard & Poor's Rating Services, a division of The McGraw-Hill Companies (or any successor thereto), or A2 or better by Moody's Investor Services, Inc. (or any successor thereto). Notwithstanding the foregoing, Tenant may carry insurance with companies which are affiliated with Tenant (and do not meet the requirements herein) provided such insurance provided by such companies shall not exceed the deductible or self-insurance limitations herein. The insurance policies shall be in amounts sufficient at all times to satisfy any coinsurance requirements thereof.

Notwithstanding any of the provisions of this Lease to the contrary, during such time as the net worth of Guarantor, as determined in accordance with generally accepted accounting principles consistently applied, shall be at least Twenty-Five Million Dollars (\$25,000,000), Tenant may self-insure the coverage referred to in this Section 16, provided that any self-insurance program does not violate any Laws.

(e) Notwithstanding anything in this Lease to the contrary, Landlord and Tenant each waives any rights of action for negligence against the other party and such party's officers, directors, partners, employees, agents, representatives, successors and assigns, which may arise during the Term for damage to the Premises or the property therein, resulting from any fire or other casualty of the kind covered by Causes of Loss-Special Form insurance policies, regardless of whether or not, or in what amounts, such insurance is now, or may hereafter be, carried by the parties. All property insurance policies affecting all or any portion of the Premises shall contain

a waiver of subrogation by the insurer confirming that the foregoing waiver by Landlord or Tenant, as applicable, shall not invalidate any such property insurance policy.

Section 17. Condemnation.

(a) If the use, occupancy, or title of the Premises or any part thereof is taken, requisitioned or sold in, by or on account of any actual or threatened eminent domain proceeding or other action by any person having the power of eminent domain (a "Condemnation"), Landlord and Tenant agree that any award or compensation on account thereof will be allocated as follows:

(i) Tenant receives that portion of the award or compensation allocable to the Leasehold Estate, all awards for any improvements located on the Premises, and any award for relocation expenses; and

(ii) Landlord shall be entitled to receive that portion of the award or compensation allocable to the Reversionary Estate, subject to Tenant's right to receive that portion of the award as provided in clause (i).

If a portion of the Building and/or parking is located on the Premises and a portion on the Adjacent Property, the award allocable to the Building shall be allocated based on the relative square footage of the portion of the Building located on the Premises compared to the total square footage of the Building, and the award allocable to the parking shall be allocated based on the number of parking spaces so taken on the Premises compared to the total number of parking spaces so taken on the Premises and the Adjacent Property combined.

(b) Each of Landlord and Tenant may appear in any such proceeding or action, to negotiate, prosecute and adjust any claim for any award or compensation on account of any Condemnation as it relates to their respective interest in the Premises. All amounts paid in connection with any Condemnation of the Premises shall be applied pursuant to this Section 17, and all such amounts (minus the expense of collecting such amounts as hereinafter provided) are herein called the "Net Proceeds." Landlord and Tenant shall each pay all of its reasonable costs and expenses in connection with each such proceeding, action, negotiation, prosecution and adjustment for which costs and expenses Landlord and Tenant shall be reimbursed out of any award, compensation or insurance payment to which it is entitled. Landlord shall have no interest in any such award, compensation or payment, or any portion thereof, made in respect of the Leasehold Estate or the improvements located on the Premises, all of which shall belong to and be paid to Tenant.

(c) If the entire Premises, or the use or possession thereof, is taken by Condemnation, then this Lease shall terminate on the date when possession shall be taken by the condemnor, and rent and all other charges payable hereunder shall be apportioned and paid in full up to that date, and all prepaid unearned rent, and all other charges payable hereunder, shall promptly be repaid by Landlord to Tenant.

(d) If a Condemnation shall affect the entire Building or a portion of the Building, which Tenant reasonably believes shall render the Building unsuitable for Tenant's continued use and occupancy after the restoration thereof, then Tenant may, not later than one hundred fifty

(150) days after such occurrence, deliver to Landlord (i) notice of Tenant's intention to terminate this Lease on a business day specified in such notice (the "Lease Termination Date"), which occurs not less than thirty (30) days after the delivery of such notice, and (ii) a certificate of Tenant describing the event giving rise to such termination. This Lease shall terminate on the Lease Termination Date, except with respect to obligations and liabilities of Tenant hereunder, actual or contingent, which have arisen on or prior to the Lease Termination Date, upon payment of all additional rent and other sums then due and payable hereunder to and including the Lease Termination Date.

(e) If, due to a taking, the parking areas of the Premises shall be decreased below fifty-four (54) parking spaces, but not below forty-eight (48) parking spaces, Tenant shall notify Landlord thereof. If, within ninety (90) days after Landlord's receipt of such notice, additional parking is not provided equal to the number by which it has been decreased below fifty-four (54) parking spaces, then Tenant may, upon thirty (30) days' notice to Landlord pay to Landlord Fixed Rent reduced to a level equal to eighty percent (80%) of Fixed Rent due under this Lease. If Tenant shall elect to so pay reduced rent, Tenant shall remain obligated for any other charges due under this Lease. Tenant's Fixed Rent shall be so reduced until such time as said additional parking is provided by Landlord. The additional parking to be provided pursuant to this subsection (e) shall be within the Premises and/or contiguous to the Premises in a location acceptable to Tenant in its sole discretion.

If, due to a taking, the parking areas of the Premises shall be decreased below forty-eight (48) parking spaces, Tenant shall notify Landlord thereof. If, within ninety (90) days after Landlord's receipt of such notice, additional parking is not provided equal to the number by which it has been decreased below forty-eight (48) parking spaces, then Tenant may, upon thirty (30) days' notice to Landlord (i) terminate this Lease; or (ii) pay to Landlord Fixed Rent reduced to a level equal to sixty percent (60%) of Fixed Rent due under this Lease. If Tenant shall elect to so pay reduced rent, Tenant shall remain obligated for any other charges due under this Lease. Tenant's Fixed Rent shall be so reduced until such time as said additional parking is provided by Landlord. The additional parking to be provided pursuant to this subsection (e) shall be within the Premises and/or contiguous to the Premises in a location acceptable to Tenant in its sole discretion.

(f) If, due to a taking, there shall be an impediment with respect to any curbcut serving the Premises or the Adjacent Property, which impediment shall materially adversely affect any means of ingress or egress between the Premises or the Adjacent Property and any abutting street, then Tenant shall notify Landlord thereof. If, within ninety (90) days after Landlord's receipt of such notice, such impediment shall not be removed, then Tenant may, upon thirty (30) days' notice to Landlord: (i) terminate this Lease; or (ii) pay to Landlord Fixed Rent reduced to the level of fifty percent (50%) of Fixed Rent due under this Lease. If Tenant shall elect to so pay reduced rent, Tenant shall remain obligated for any other charges due under this Lease. Tenant's Fixed Rent shall be so reduced until such time as said impediment shall be removed.

(g) If Tenant gives notice of its election to terminate this Lease pursuant to this Section 17, and if at the time of such notice, the interest of Tenant under this Lease shall then be encumbered by a Leasehold Mortgage, the holder of such Leasehold Mortgage must consent in writing to the giving of such notice.

(h) If a Condemnation of the Premises or any part thereof shall occur but Tenant does not give notice of its intention to terminate this Lease as provided in this Section 17, then this Lease shall continue in full force and effect. Any Net Proceeds payable with respect to such Condemnation shall be allocated between Landlord and Tenant in accordance with Subsection 17(a) above and, to the extent of the Net Proceeds received by Tenant, Tenant shall promptly repair and restore the Premises to the same condition (as nearly as practicable) as existed immediately before the Condemnation (assuming for this purpose that the Premises were in compliance with the terms of this Lease). In the event of any temporary requisition, this Lease shall remain in full effect and Tenant shall be entitled to receive the Net Proceeds allocable to such temporary requisition; except that such portion of the Net Proceeds allocable to the period after the expiration or termination of the Term of this Lease shall be paid to Landlord.

Section 18. Defaults.

Subsection 18.1 Defaults of Tenant.

(a) Tenant shall be in "Default" if (i) Tenant shall not have paid Rent or any other amount payable by Tenant pursuant to this Lease within ten (10) days following Tenant's receipt of written notice from Landlord stating that such payment was not made prior to its due date (a "Monetary Default"); or (ii) Tenant shall not have performed any of the other covenants, terms, conditions or provisions of this Lease within thirty (30) days after Tenant's receipt of written notice specifying such failure; provided, however, that with respect to those failures that cannot with due diligence be cured within such thirty (30) day period, Tenant shall not be deemed to be in default hereunder if Tenant commences to cure such default within such thirty (30) day period and thereafter continues the curing of such default with all due diligence (a "Non-Monetary Default"). If this Lease is assigned by Tenant, during any period when Tenant is in default, the ten (10) day period for Monetary Defaults shall be extended to twenty (20) days and the sixty (60) day period for Non-Monetary Defaults shall be extended to sixty (60) days. Any assignee or Leasehold Mortgagee may cure any default of Tenant hereunder, and Tenant irrevocably directs that Landlord accept, and Landlord agrees to accept, performance and compliance by any such assignee or Leasehold Mortgagee of and with any term, covenant, agreement, provision, condition or limitation on Tenant's part to be kept, observed or performed under this Lease with the same force and effect as though kept, observed or performed by Tenant.

(b) If Landlord shall claim that Tenant is in Default, Landlord shall have the right, subject to the provisions of Subsection 12.1, to institute from time to time an action or actions (i) to recover damages (exclusive of consequential or special damages), (ii) for injunctive and/or other equitable relief, or (iii) only in the event of Monetary Default, to recover possession of the Premises and terminate this Lease.

Notwithstanding the foregoing, Landlord agrees that Tenant shall have thirty (30) days after commencement by Landlord of any proceedings to file an appropriate pleading in the action initiated by Landlord to contest the claim of Default or to cure such Default; no action shall be taken by Landlord during such thirty (30) day period to regain possession of the Premises from Tenant or to terminate this Lease. If the Default is not cured, Landlord's rights and Tenant's obligations shall be resolved by the final determination made by the court in which Landlord's proceedings were initiated. For the purpose hereof, a "final determination" shall occur where the

judgment or order entered can be enforced by execution, issuance of a writ of restitution, judicial sale or specific enforcement and no such judgment or order shall be considered final for purposes hereof during the pendency of a stay of execution in connection with an appeal. Notwithstanding anything herein to the contrary, if there is a Monetary Default which arises out of a dispute as to an amount owed or the amount of an offset, this Lease shall not terminate if Tenant pays to Landlord the amount the court determines to be owed within the period of time permitted by law, or ten (10) days after such determination if no such grace period is permitted.

(c) In the event of any termination of this Lease in accordance with the provisions of paragraph (b) above, Tenant shall pay to Landlord all Rent, and other sums required to be paid by Tenant to and including the date of such termination, reentry or repossession; and, thereafter, Tenant shall, until the end of what would have been the Term of this Lease in the absence of such termination, reentry or repossession, and whether or not the Premises shall have been relet, be liable to Landlord for, and shall pay to Landlord, as agreed current damages: (i) all Rent and other sums that would be payable under this Lease by Tenant in the absence of such termination, reentry or repossession, less (ii) the net proceeds, if any, of any reletting effected for the account of Tenant, after deducting from such proceeds all of Landlord's expenses in connection with such reletting (including, but not limited to, repossession costs, brokerage commissions, and reasonable attorneys fees and expenses, but expressly excluding any alteration costs or expenses of preparation for such reletting). Landlord shall use reasonable efforts to mitigate any such damages owed by Tenant. Tenant shall pay such current damages on the days on which Rent would be payable under this Lease in the absence of such termination, reentry or repossession, and Landlord shall be entitled to recover the same from Tenant on each such day. Alternatively, at Tenant's option, Tenant shall, whether or not the Premises shall have been relet, be liable to Landlord for, and shall pay to Landlord, as liquidated damages, an amount equal to the excess, if any, of (i) the Rent required herein during the period from the date of such expiration, termination, reentry or repossession to and including the end of what would have been the Term of this Lease in the absence of such termination, reentry or repossession, discounted at the current Prime Rate over (ii) the then fair market rental value of the Premises for the same period, also discounted at the said Prime Rate. "Prime Rate" shall mean the rate (or the average of rates, if more than one rate appears) inserted in the blank of the "Money Rate" section of the Wall Street Journal (Eastern Edition) in the Section reading "Prime Rate ____%."

Subsection 18.2 Defaults of Landlord.

(a) If Landlord shall fail to observe or perform any provision hereof and such failure shall continue for thirty (30) days after notice to Landlord of such failure, then a Default of Landlord shall exist under this Lease, provided, however, that in the case of any such failure which cannot with diligence be cured within such thirty (30) day period, if Landlord shall commence promptly to cure the same and thereafter prosecute the curing thereof with diligence, the time within which such failure may be cured shall be extended for such period as is necessary to complete the curing thereof with diligence.

(b) If a Default of Landlord shall have occurred and be continuing, Tenant may terminate this Lease by giving Landlord notice of Tenant's intention to do so. Upon the fifteenth (15th) day next succeeding the giving of such notice, this Lease and the Leasehold Estate shall expire and terminate on such date as fully and completely and with the same effect as if such

date were the date herein fixed with the expiration of the Term of this Lease, all rights of Landlord and obligations of Tenant hereunder shall expire and terminate, and Rent shall be apportioned as of such date and Landlord shall promptly refund to Tenant any Rent theretofore paid which is allocable to the period subsequent to such date.

Subsection 18.3 Rights to Cure.

Each party shall have the right, but shall not be required, to pay such sums or do any act which requires the expenditure of monies which may be necessary or appropriate by reason of the Default of the other party to perform any of the provisions of this Lease. In the event of the exercise of any such right by Landlord, Tenant agrees to pay to Landlord forthwith upon demand all such sums, as an additional charge. In the event of the exercise of such right by Tenant, Landlord agrees to pay to Tenant forthwith upon demand all such sums.

Section 19. Waivers; Remedies.

Failure of Landlord or Tenant to complain of any act or omission on the part of the other party, no matter how long the same may continue, shall not be deemed to be a waiver by said party of any of its rights hereunder. No waiver by Landlord or Tenant at any time, express or implied, of any breach of any provision of this Lease shall be deemed a waiver of a breach of any other provision of this Lease or a consent to any subsequent breach of the same or any other provision. No acceptance by Landlord of any partial payment shall constitute an accord or satisfaction but such payment shall only be deemed a partial payment on account. Notwithstanding any remedies expressly set forth in this Lease (except as expressly set forth herein), all rights and remedies provided for in this Lease or otherwise existing at law or in equity are cumulative, and a party's exercise of any right or remedy under this Lease or under applicable law is not exclusive and shall not preclude such party from exercising any other right or remedy that may be available to it at law or in equity.

Section 20. Limitation of Liability.

(a) Notwithstanding anything to the contrary herein provided, if Landlord or any successor in interest of Landlord shall be a mortgagee, or if Landlord or any successor in interest of Landlord shall be an individual, joint venture, tenancy in common, firm or partnership, general or limited, it is specifically understood and agreed that there shall be absolutely no personal liability on the part of such mortgagee or such individual or on the part of the members of such firm, partnership or joint venture with respect to any of the terms, covenants and conditions of this Lease, and Tenant shall look solely to the Reversionary Estate for the satisfaction of each and every remedy of Tenant in the event of any breach by Landlord or by such successor in interest of any of the terms, covenants and conditions of this Lease to be performed by Landlord, such exculpation of personal liability to be absolute and without any exception whatsoever.

(b) Notwithstanding anything to the contrary herein provided, if Tenant or any successor in interest of Tenant shall be a mortgagee, or if Tenant or any successor in interest of Tenant shall be an individual, joint venture, tenancy in common, firm or partnership, general or limited, it is specifically understood and agreed that there shall be absolutely no personal liability

on the part of such mortgagee or such individual or on the part of the members of such firm, partnership or joint venture with respect to any of the terms, covenants and conditions of this Lease, and Landlord shall look solely to the Leasehold Estate for the satisfaction of each and every remedy of Landlord in the event of any breach by Tenant or by such successor in interest of any of the terms, covenants and conditions of this Lease to be performed by Tenant, such exculpation of personal liability to be absolute and without any exception whatsoever. Notwithstanding the foregoing, the provisions of this Subsection 20(b) shall not limit the liability of the Tenant named herein or of any Guarantor of this Lease as provided in its Guaranty.

(c) The terms "Landlord" and "Tenant" whenever used herein shall mean only the owner at the time of Landlord's or Tenant's interest herein, and upon any sale or assignment of the interest of either Landlord or Tenant, their respective successors in interest and/or assigns shall, during the term of their ownership of their respective estates herein, be deemed to be Landlord or Tenant, as the case may be; provided that in the event of any transfer of title by Landlord of the Premises, any amount then due and payable to Tenant by Landlord (or the then grantor), and any other obligation then to be performed by Landlord (or the then grantor) under this Lease, either shall be paid or performed by Landlord (or the then grantor) or such payment or performance assumed by the transferee.

Section 21. Force Majeure.

In the event that Landlord or Tenant shall be delayed, hindered in or prevented from the performance of any act required hereunder by reason of strikes, lock-outs, labor troubles, inability to procure materials, failure of power, restrictive governmental laws or regulations, riots, insurrection, the act, failure to act or default of the other party, war or other reason beyond their control, then performance of such act shall be excused for the period of the delay and the period for the performance of any such act shall be extended for a period equivalent to the period of such delay. The provisions of this Section 21 shall not be applicable with respect to payment of money and shall not apply to the obligations set forth in Subsections 2.1(d) or 2.2(a) hereof.

Section 22. Notices.

Whenever, pursuant to this Lease, notice or demand shall or may be given to either of the parties or their assignees by the other, and whenever either of the parties shall desire to give to the other any notice or demand with respect to this Lease or the Premises, each such notice or demand shall be in writing, and any laws to the contrary notwithstanding, shall not be effective for any purpose unless the same shall be given or served by mailing the same to the other party by certified mail, return receipt requested, or by overnight nationally-recognized courier service provided a receipt is required, at its Notice Address set forth below, or at such other address as either party may from time to time designate by notice given to the other. The date of receipt of the notice or demand shall be deemed the date of the service thereof (unless the notice or demand is not accepted in the ordinary course of business, in which case the date of mailing shall be deemed the date of service thereof).

Notices shall be sent:

If to Landlord, to:

The City of Nashua
229 Main Street
Nashua, NH 03061

Attn: _____

Tel: (603) _____

or, if to Tenant, to:

CVS Manchester NH, L.L.C.
One CVS Drive
Woonsocket, RI 02895
Attn: Property Administration Department, Store No. 639

Section 23. Certificates.

Either party shall, without charge, at any time and from time to time hereafter, within thirty (30) days after written request of the other, certify by written instrument duly executed and acknowledged to any mortgagee or purchaser, or proposed mortgagee or proposed purchaser, or any other person, firm or corporation specified in such request: (a) as to whether this Lease has been supplemented or amended (and, if it shall have been supplemented or amended, specifying the manner in which it has been supplemented or amended); (b) as to whether this Lease is in full force and effect (and, if it is alleged that this Lease is not in full force and effect, specifying the reasons therefor); (c) as to the date to which Rent has been paid; (d) as to whether any condition exists which constitutes a default hereunder or which, but for the passage of time or the giving of notice or both, would result in a default by Landlord or Tenant hereunder (and, if such condition exists, specifying the nature thereof); (e) as to whether there exist any offsets, counterclaims or defenses thereto on the part of the other party; (f) as to the commencement and expiration dates of the Term of this Lease and the number of outstanding options to extend the Term of this Lease; (g) as to whether or not all work required to be performed by Landlord and/or Tenant with respect to the construction and development of any improvement(s) on the Premises has been performed in accordance with the terms of this Lease; and (h) as to such other matters as reasonably may be requested. Any such certificate may be relied upon by the party requesting it and any other person, firm or corporation to whom the same may be exhibited or delivered, and the contents of such certificate shall be binding on the party executing same.

Section 24. Governing Law.

This Lease and the performance thereof shall be governed, interpreted, construed and regulated by the laws of the State in which the Premises are located.

Section 25. Holdover.

If Tenant shall hold the Premises after the expiration of the Term hereof, such holding over shall, in the absence of written agreement on the subject, be deemed to have created a

tenancy from month to month upon the terms contained herein, but otherwise terminable on thirty (30) days notice by either party to the other, and at a monthly rental equal to the monthly rental payable during the last year of said Term.

Section 26. Waiver of Landlord's Lien.

Landlord hereby waives any right it may have to distrain trade fixtures, buildings, tenant improvements or any property of Tenant and any landlord's lien or similar lien upon trade fixtures, buildings, tenant improvements or any other property of Tenant, regardless of whether such lien is created otherwise.

Section 27. Waiver of Jury Trial.

Landlord and Tenant hereby waive trial by jury in any action, proceeding or counterclaim brought by either against the other, upon any matters whatsoever arising out of or in any way connection with this Lease, Tenant's use or occupancy of the Premises, and/or any claim of injury or damage.

Section 28. Severability.

If any term, covenant, condition or provision of this Lease or the application thereof to any person or circumstance shall, at any time or to any extent, be invalid or unenforceable, the remaining terms, covenants, conditions and provisions shall not be affected thereby, and each term, covenant, condition and provision of this Lease shall be valid and be enforced to the fullest extent permitted by law.

Section 29. Memorandum of Lease.

Each party shall at any time, at the request of the other party, promptly execute and deliver duplicate originals of an instrument, in recordable form, which will constitute a Memorandum of Lease, setting forth a description of the Premises, the Term of this Lease and any other portions thereof, excepting the rental provisions, as such other party may request.

Section 30. Interpretation.

Wherever herein the singular number is used, the same shall include the plural, and the masculine gender shall include the feminine and neuter genders, and vice versa, as the context shall require. The section headings used herein are for reference and convenience only, and shall not enter into the interpretation hereof. This Lease may be executed in several counterparts, each of which shall be an original, but all of which shall constitute one and the same instrument. The submission of this Lease for examination does not constitute a reservation of or agreement to lease the Premises; and this Lease shall become effective and binding only upon proper execution and unconditional delivery thereof by Landlord and Tenant.

Section 31. Entire Agreement.

No oral statement or prior written matter shall have any force or effect. Landlord and Tenant agree that neither party is relying on any representations or agreements other than those

contained in this Lease. This Lease shall not be modified or canceled except by writing subscribed by all parties.

Section 32. Parties.

Except as herein otherwise expressly provided, the covenants, conditions and agreements contained in this Lease shall bind and inure to the benefit of Landlord and Tenant and their respective heirs, successors, administrators and assigns.

Section 33. Brokers' Commissions.

(a) The Named Broker is as follows: Rich Lannan, The Lannan Company, Inc., 7D Taggart Drive, Nashua, NH 03060. The commission due to said Named Broker shall be paid in accordance with a separate agreement between Tenant and the Named Broker..

(b) Tenant and Landlord represent and warrant to each other that neither has had any negotiations, dealings or conversations with any broker or agent, licensed or otherwise in connection with this Lease, other than the Named Broker. Landlord and Tenant each covenants to protect, defend, hold harmless and indemnify the other from and against any and all losses, liabilities, damages, costs and expenses (including reasonable legal fees) arising out of or in connection with any other claim by any brokers or agents for brokerage commissions relating to this Lease alleged to be due because of negotiations, dealings or conversations with the indemnifying party. Tenant warrants and agrees that it shall be solely responsible for any and all brokerage commissions owing to said Named Broker as a result of the negotiation and execution of this Lease. Landlord warrants and agrees that except as disclosed in Subsection 33(a), no other brokerage commissions or finder's fees are being paid to said Named Broker or to any other party as a result of the negotiation and execution of this Lease.

Section 34. Intentionally omitted.

Section 35. Intentionally omitted.

Section 36. Intentionally omitted.

Section 37. Rent Payments.

If Landlord's interest in this Lease shall pass to another, or if the rent hereunder shall be assigned, or if a party other than Landlord shall become entitled to collect the rent due hereunder, then notice thereof shall be given to Tenant by Landlord in writing, or, if Landlord is an individual and shall have died or become incapacitated, by Landlord's legal representative, accompanied by due proof of the appointment of such legal representative. Until such notice and proof shall be received by Tenant, Tenant may continue to pay the rent due hereunder to the one to whom, and in the manner in which, the last preceding installment of rent hereunder was paid, and each such payment shall fully discharge Tenant.

Tenant shall not be obligated to recognize any agent for the collection of rent or otherwise authorized to act with respect to the Premises until notice of the appointment and the extent of the authority of such agent shall be given to Tenant by the one appointing such agent.

Tenant shall have no obligation to pay rent or any other amount due hereunder until Tenant has received a properly completed and executed Internal Revenue Service form W-9, Request for Taxpayer Identification Number and Certificate or any successor form or any similar form and/or such other information and/or form from Landlord that is required by the Internal Revenue Service and/or by any other federal, state or local governmental taxing authority having jurisdiction to require the furnishing of any form or information by Landlord from time to time (or other evidence of Landlord's United States Social Security Number or Federal Employee Identification Number reasonably satisfactory to Tenant), in order to allow the requesting party to make a payment under this Lease or any related agreement without any deduction or withholding for or on account of any tax, with any such form or document to be accurate and completed in a manner reasonably satisfactory to such other party and to be executed and to be delivered with any required certification; however, to the extent such failure causes a backup tax withholding obligation to be imposed on Tenant, Tenant may withhold such amounts from any payments due to or for the benefit of Landlord under this Lease. The provisions of this Section shall be enforceable by an action for specific performance or an action for actual damages against any party failing to comply with its obligations thereunder.

Section 38. Notice of Landlord Transfers.

Landlord may freely transfer the Premises and this Lease without the consent of Tenant; however, Landlord shall give Tenant notice of the transfer of its interest in the Premises by delivery of a Notice of Transfer in substantially the form attached to this Lease as Exhibit C-1; provided, that the failure to give such Notice of Transfer shall not be a default by Landlord under this Lease. Until Landlord gives Tenant notice in accordance with the terms of this Lease of a transfer of the Premises by Landlord, Tenant may deal with Landlord as if it continued to be the owner of the Premises. If a controlling ownership interest in Landlord is transferred and, in connection therewith, the address for notices to Landlord is changed, Landlord shall give Tenant notice of the transfer of such controlling ownership interest by delivery of a Notice of Transfer in substantially the form attached to this Lease as Exhibit C-2 (provided, that the failure to give such Notice of Transfer shall not be a default by Landlord under this Lease; and provided, further, that until Landlord gives notice of such transfer and new address, Tenant may correspond with the current owner of a controlling interest in Landlord at the prior address for notices to Landlord). Whenever Landlord shall give Tenant notice of transfer of its interest in the Premises, or of a controlling interest in Landlord, as provided in this Section 38, Landlord shall deliver to Tenant a completed Internal Revenue Service Form W-9, Request for Taxpayer Identification Number and Certification, or any successor form or any similar form required by any other taxing authority that is reasonably requested, in order to allow the Tenant to make a payment under this Lease or any related agreement without any deduction or withholding for or on account of any tax, with any such form or document to be complete and accurate and to be executed and delivered with any required certification; provided, that the failure of Landlord to deliver any such form or document shall not be a default by Landlord under this Lease. The provisions of this Section 38 shall be enforceable by an action for specific performance or an action for actual damages (but not consequential, exemplary or punitive damages) against any party failing to comply with its obligations hereunder.

Section 39. Interest.

For the purposes of this Lease, "Interest" shall mean the lesser of the Prime Rate plus 4% per annum, or the maximum rate allowed by law. In the event Landlord or Tenant fails to pay any amount when due to the other party within ten (10) days after notice that payment is late, the defaulting party shall pay the non-defaulting party such amount plus Interest accruing from the original date such amount was due until such amount is ultimately paid.

[SIGNATURES ARE ON THE FOLLOWING PAGE]

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals the day and year first above written.

LANDLORD

The City of Nashua

By: _____
Name: _____
Title: _____

TENANT

CVS Manchester NH, L.L.C.

By: _____
Name: _____
Title: _____

CVS Legal Approval: Susan E. Carlson
Mintz Levin

EXHIBIT A
REAL ESTATE DESCRIPTION

EXHIBIT A-1

SITE PLAN

EXHIBIT B

FORM OF SUBORDINATION AND NON-DISTURBANCE AGREEMENT

SUBORDINATION AND NON-DISTURBANCE AGREEMENT

THIS SUBORDINATION AND NON-DISTURBANCE AGREEMENT, dated as of _____, 20__ (the "Agreement") is entered into by _____, a _____, with a principal place of business at _____ (the "Fee Mortgagee").

WHEREAS, _____, a _____ ("Landlord") is the owner of certain real property located at _____, as more fully described on **Exhibit A** attached hereto (the "Premises"); and

WHEREAS, Landlord and _____, a _____ ("Tenant") have entered into a certain Ground Lease, dated as of _____, 20__ (the "Ground Lease") with respect to the Premises and, simultaneously herewith, shall record a Memorandum of Lease with respect thereto; and

WHEREAS, the Fee Mortgagee is the holder of a certain [mortgage][deed of trust], dated _____, 20__ and recorded [insert place and date of recording and any other identifying information] ("Fee Mortgage") on the Premises; and

WHEREAS, pursuant to the terms of the Ground Lease, Landlord is required to deliver to Tenant a Subordination and Non-Disturbance Agreement from the holder of any mortgage on Landlord's reversionary fee interest in the Premises;

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the undersigned hereby agrees as follows:

1. **Assent to Ground Lease.** Fee Mortgagee hereby acknowledges receipt of a full and complete copy of the Ground Lease and does hereby assent to the Ground Lease and to all of the terms and provisions thereof.

2. **Subordination.** Notwithstanding the priority of recording, the Ground Lease and any renewal, replacement, amendment, extension, substitution or revision thereof shall be, and hereby is, subject and subordinate to the lien of the Fee Mortgage, subject to the further recognition and non-disturbance provisions herein.

3. **Non-Disturbance.** Fee Mortgagee hereby agrees to be bound by all of the terms and conditions of the Ground Lease in the event Fee Mortgagee becomes the owner of Landlord's reversionary fee interest in the Premises by reason of foreclosure, deed in lieu of foreclosure or otherwise. Notwithstanding the subordination provided in Section 2, so long as an Event of Default on Tenant's part (beyond any applicable notice, grace or cure period) does not exist under the Ground Lease, Tenant's possession of the Premises and Tenant's rights and privileges under the Ground Lease, or any extensions or renewals thereof, shall not be diminished or interfered with by Fee Mortgagee, and Tenant's occupancy of the Premises shall not be disturbed by Fee Mortgagee for any reason whatsoever during the term of the Ground

Lease or any such extension or renewal thereof, except as would be permitted for Landlord to do so.

In addition, notwithstanding such subordination, so long as an Event of Default on Tenant's part (beyond any applicable notice, grace or cure period) does not exist under the Ground Lease, Fee Mortgagee will not join Tenant as a party defendant, unless required by law, in any foreclosure action or other proceeding for the purpose of terminating Tenant's interest and estate under the Ground Lease or for any other purpose.

4. **Recognition** If the interests of Landlord in the Premises shall be transferred to and owned by Fee Mortgagee by reason of foreclosure or other proceedings brought by it, or by deed in lieu of foreclosure, or if Fee Mortgagee takes possession of the Premises pursuant to any provisions of the Fee Mortgage, then: (i) Fee Mortgagee and Tenant shall be directly bound to each other under all the terms, covenants and conditions of the Ground Lease for the balance of the term thereof and for any extensions or renewals thereof which may be exercised by Tenant, with the same force and effect as if Fee Mortgagee were Landlord under the Ground Lease; and (ii) Tenant does hereby attorn to Fee Mortgagee as its landlord, said attornment to be effective and self-operative (without the execution of any further instruments), immediately upon Fee Mortgagee succeeding to the interests of Landlord under the Ground Lease; provided, however, regarding items (i) and (ii) above, that Tenant shall have received written notice from Fee Mortgagee that it has succeeded to the interests of Landlord under the Ground Lease. The respective rights and obligations of Tenant and Fee Mortgagee upon such attornment, to the extent of the then-remaining balance of the term of the Ground Lease and any such extensions and renewals, shall be and are the same as now set forth in the Ground Lease from and after Fee Mortgagee's succession to the interests of Landlord under the Ground Lease, and Tenant shall have the same remedies against Fee Mortgagee for the breach of any agreement contained in the Ground Lease that Tenant might have under the Ground Lease against Landlord if Fee Mortgagee had not succeeded to the interest of Landlord.

5. **Payments to Fee Mortgagee.** Tenant shall not be under any obligation to pay rent to Fee Mortgagee until Tenant shall have received written notice from Fee Mortgagee that Fee Mortgagee has succeeded to the interests of Landlord under the Ground Lease or that Fee Mortgagee has exercised its rights under the Fee Mortgage, and directing such payments be made to Fee Mortgagee. Landlord by its execution of this Agreement hereby consents to such direct payments by Tenant to Fee Mortgagee and hereby releases and discharges Tenant of and from all liability to Landlord on account of any such payments. Upon receipt of such notice, Tenant shall make future payments due under the Ground Lease to Fee Mortgagee until notified otherwise in writing in accordance with the terms of the Ground Lease and Tenant shall not be liable to Landlord to account for such payments.

6. **Casualty and Condemnation Proceeds.** Notwithstanding anything to the contrary contained herein, to the extent that the provisions of the Ground Lease are inconsistent with the provisions of the Fee Mortgage with respect to Tenant's entitlement to any condemnation award for a taking of all or part of the Premises, or Tenant's entitlement to any casualty proceeds with respect to a casualty to the Premises (or any building constructed thereon), the provisions of the Ground Lease shall have priority and shall control, and Fee

Mortgagee waives any rights it may have under the Fee Mortgage to receive any condemnation award or casualty insurance proceeds allocated to Tenant under the Ground Lease.

7. **Warranties and Representations.** Fee Mortgagee hereby warrants and represents as follows:

(a) Fee Mortgagee (unless a natural person), is a duly organized, validly existing entity organized and in good standing under the laws of _____ and duly qualified to do business and in good standing under the laws of _____, has all requisite power and authority to conduct its business and to own its property as now conducted or owned and is qualified to do business in all jurisdictions where the nature and extent of its business is such that such qualification is required by law.

(b) This Agreement has been authorized by all requisite entity action and constitutes Fee Mortgagee's legal, valid and binding obligations in accordance with the terms thereof, subject to bankruptcy and insolvency and similar laws of general application affecting the rights and remedies of creditors and with respect to the availability of the remedies of specific enforcement, subject to the discretion of the court before which proceedings therefor may be brought.

(c) The performance by Fee Mortgagee of the obligations of Fee Mortgagee hereunder does not and shall not constitute a violation of any law, order, regulation, contract, organizational document or agreement to which Fee Mortgagee is subject or by which Fee Mortgagee or the property thereof is or may be bound.

(d) The execution of the Ground Lease by Tenant and Landlord constitutes a material economic benefit to Fee Mortgagee.

8. **No Oral Change.** No provision of this Agreement may be changed, waived, discharged or terminated or relieved by telephone or by any other means except by an instrument in writing signed by the party against whom enforcement of the change, waiver or discharge or termination is sought.

9. **Successors and Assigns.** This Agreement shall be binding upon each party hereto and its, his or their respective successors, assigns, heirs and personal representatives; provided, however, that upon satisfaction of Fee Mortgage, this Agreement shall become null and void and be of no further effect.

10. **Partial Invalidity.** Each of the provisions hereof shall be enforceable against the Fee Mortgagee to the fullest extent now or hereafter not prohibited by applicable law. The invalidity or unenforceability of any provision hereof shall not limit the validity or enforceability of each other provision hereof.

11. **Joint and Several.** The obligations of Fee Mortgagee and of its, his, her or their respective successors, assigns, heirs and personal representatives shall be and remain joint and several.

12. **Counterparts.** This Subordination and Non-Disturbance Agreement may be executed in several counterparts, each of which when executed and delivered is an original, but all of which together shall constitute one instrument. In making proof of this agreement, it shall not be necessary to produce or account for more than one such counterpart which is executed by the party against whom enforcement of such agreement is sought.

Witness the execution hereof as an instrument under seal as of the date first set forth above.

WITNESS:

TENANT:

By: _____

Name: _____

Title: _____

FEE MORTGAGEE:

By: _____

Name: _____

Title: _____

LANDLORD:

By: _____

Name: _____

Title: _____

[STATE OF _____]

[COUNTY OF _____]

Then personally appeared before me the above named _____
_____, the _____ of
_____ and acknowledged that such person
executed the foregoing instrument as such person's free act and deed and as ~~the~~ free act and deed
of _____ for the purposes therein
stated and intending to be legally bound thereby.

_____, Notary Public
My commission expires:

EXHIBIT A

(to Subordination and Non-Disturbance Agreement)

REAL ESTATE DESCRIPTION

EXHIBIT C-1

NOTICE OF TRANSFER OF FEE INTEREST

[DATE OF NOTICE]

VIA CERTIFIED MAIL

[NAME OF THE CURRENT CVS TENANT]

c/o CVS Caremark Corporation

One CVS Drive

Woonsocket, RI 02895

Attn: Manager, Lease Administration

Store No. | |

Re: Lease by and between **[NAME OF THE ORIGINAL LANDLORD NAMED IN THE LEASE]** and **[NAME OF THE ORIGINAL CVS TENANT NAMED IN THE LEASE]** dated as of **[MONTH, DATE OF LEASE], 20| |** (the "Lease"), covering certain real property situated at **[STREET ADDRESS], [CITY], [STATE]** (the "Leased Property")

To **[NAME OF THE CURRENT CVS TENANT]** (the "CVS Tenant"):

You are hereby advised that the **[individual][legal entity]** that is currently the Landlord of the above-referenced Leased Property (the "Current Landlord") has transferred all **[his][her][its]** right, title and interest in and to the Leased Property effective **[MONTH, DATE OF TRANSFER], 20| |**.

Please note the following relevant information regarding the above-referenced transfer:

1. Full legal name of the new **[owner]** of the Leased Property (the "New Landlord"):
[LEGAL NAME OF NEW LANDLORD]
2. Pursuant to Section 22 of the Lease, please be advised that all future notices, demands, requests, consents, approvals, offers, statements and other instruments or communications directed to New Landlord under the Lease should be sent to the following address:

[LEGAL NAME OF NEW LANDLORD]

[c/o [NAME OF ADDRESSEE]

[STREET ADDRESS]

[CITY], [STATE] [ZIP CODE+4]

Attention: **[NAME OF CONTACT INDIVIDUAL]**

Telephone No.: **[CONTACT INDIVIDUAL'S TEL. NO.]**

Facsimile No.: **[CONTACT INDIVIDUAL'S FAX NO.]**

If you have any questions regarding the contents of this letter, please do not hesitate to contact [NAME OF CONTACT INDIVIDUAL] at the address or telephone number specified above.

IN WITNESS WHEREOF, the undersigned have executed this Notice of Transfer as of the date first written above.

[LEGAL NAME OF CURRENT LANDLORD]

By: _____

Its: _____

[LEGAL NAME OF NEW LANDLORD]

By: _____

Its: _____

STATE OF _____ §

§

ss.

COUNTY OF _____ §

I, _____, a notary public in and for said county in said state, hereby certify that _____, whose name as the _____ of _____, a _____, is signed to the foregoing instrument, acknowledged before me on this day that, being informed of the contents of such instrument, he/she as such officer and with full authority, executed the same voluntarily for and as the act of said _____.

Given under my hand and official seal this _____ day of _____, 20__.

Notary Public

[Notary Seal]

My commission expires: _____

cc: CVS Caremark Corporation
One CVS Drive
Woonsocket, Rhode Island 02895
Attention: Mark A. Barnabe, Tax Manager, Tax Department

EXHIBIT C-2

NOTICE OF TRANSFER OF EQUITY INTERESTS IN LANDLORD

[DATE OF NOTICE]

VIA CERTIFIED MAIL

[NAME OF THE CURRENT CVS TENANT]

c/o CVS Caremark Corporation

One CVS Drive

Woonsocket, RI 02895

Attn: Manager, Lease Administration

Store No. []

Re: Lease by and between **[NAME OF THE ORIGINAL LANDLORD NAMED IN THE LEASE]** and **[NAME OF THE ORIGINAL CVS TENANT NAMED IN THE LEASE]** dated as of **[MONTH, DATE OF LEASE]**, 20[] (the "Lease"), covering certain real property situated at **[STREET ADDRESS]**, **[CITY]**, **[STATE]** (the "Leased Property")

To **[NAME OF THE CURRENT CVS TENANT]** (the "CVS Tenant"):

You are hereby advised that the direct or indirect owner of the equity interests (the "Current Equity Owner") in the legal entity that is currently the Landlord of the above-referenced Leased Property (the "Property Owner") has assigned all such equity interests in and to the Property Owner to **[LEGAL NAME OF ASSIGNEE]** (the "Assignee") effective **[MONTH, DATE OF ASSIGNMENT]**, 20[].

Please note the following relevant information regarding the above-referenced transfer:

1. Full legal name of the Property Owner: **[LEGAL NAME OF PROPERTY OWNER]**
2. Full legal name of the Current Equity Owner: **[LEGAL NAME OF CURRENT EQUITY OWNER]**
3. Full legal name of the Assignee of the equity interests: **[LEGAL NAME OF ASSIGNEE]**
4. Pursuant to Section 22 of the Lease, please be advised that all future notices, demands, requests, consents, approvals, offers, statements and other instruments or communications directed to Landlord under the Lease should be sent to the following address:

[LEGAL NAME OF PROPERTY OWNER]
[c/o [NAME OF ADDRESSEE]
[STREET ADDRESS]
[CITY], [STATE] [ZIP CODE+4]
Attention: **[NAME OF CONTACT INDIVIDUAL]**
Telephone No.: **[CONTACT INDIVIDUAL'S TEL. NO.]**
Facsimile No.: **[CONTACT INDIVIDUAL'S FAX NO.]**

If you have any questions regarding the contents of this letter, please do not hesitate to contact **[NAME OF CONTACT INDIVIDUAL]** at the address or telephone number specified above.

IN WITNESS WHEREOF, the undersigned have executed this Notice of Transfer as of the date first written above.

[LEGAL NAME OF CURRENT EQUITY OWNER]

By: _____
Its: _____

[LEGAL NAME OF PROPERTY OWNER]

By: _____
Its: _____

[LEGAL NAME OF ASSIGNEE]

By: _____
Its: _____

STATE OF _____ §
COUNTY OF _____ § ss.

I, _____, a notary public in and for said county in said state, hereby certify that _____, whose name as the _____ of _____, a _____, is signed to the foregoing instrument, acknowledged before me on this day that, being informed of the contents of such instrument, he/she as such officer and with full authority, executed the same voluntarily for and as the act of said _____.

Given under my hand and official seal this _____ day of _____, 20__.

Notary Public

[Notary Seal]

My commission expires: _____

cc: CVS Caremark Corporation
One CVS Drive
Woonsocket, Rhode Island 02895
Attention: Mark A. Barnabe, Tax Manager, Tax Department

GUARANTY

IN CONSIDERATION of the execution and delivery of the attached Ground Lease by and between The City of Nashua, as Landlord, and CVS Manchester NH, L.L.C., as Tenant, the undersigned CVS CAREMARK CORPORATION ("Guarantor"), a Delaware corporation, having its office at One CVS Drive, Woonsocket, Rhode Island, 02895, hereby guarantees to Landlord, its successors and assigns, the payment of the rent (including additional rent) reserved in the within Ground Lease and the performance by Tenant of its covenants and agreements therein contained. Guarantor hereby expressly waives notice of all defaults and hereby waives all suretyship defenses. Guarantor agrees that the waiver of any rights by Landlord against Tenant arising out of defaults by Tenant, shall not in any way modify or release the obligations of Guarantor.

This Guaranty, the Ground Lease, and all amendments and modifications thereto, except as set forth in the Ground Lease or in any such amendment or modification, shall be binding upon Guarantor. If the Ground Lease is assigned, or if the ownership interests in the Tenant or its successors are assigned, Guarantor waives any requirement that Guarantor reaffirm this Guaranty in order for Guarantor's obligations under this Guaranty to continue to be binding on Guarantor following any such assignment of the Ground Lease or the ownership interests in Tenant or its successors, but Guarantor shall not be liable for any increase in Tenant's obligations under the Ground Lease, which increase shall occur following any assignment of the Ground Lease by the Tenant named in the Ground Lease, or following any assignment of the ownership interests in the Tenant named in the Ground Lease, to any entity which is not affiliated with Guarantor.

This Guaranty shall inure to the benefit of the Landlord and its heirs, legal representatives, successors and assigns; and shall be binding upon the Guarantor and its successors and assigns.

IN WITNESS WHEREOF, Guarantor has caused this Guaranty to be executed by its duly authorized officer at Woonsocket, Rhode Island, this ____ day of _____, 2012.

GUARANTOR:
CVS CAREMARK CORPORATION

By: _____
Name: _____
Title: _____

CVS LEGAL APPROVAL: Susan E. Carlson
Mintz Levin